

# **EXHIBIT A**

## **Filed under Seal**

# **EXHIBIT B**



NEW YORK  
LOS ANGELES

Peggy J. Wedgworth  
Direct Dial: 212-594-5300  
pwedgworth@milberg.com

February 28, 2020

**VIA E- MAIL**

Britt Miller, Esq.  
Mayer Brown LLP  
71 South Wacker Drive  
Chicago, IL 60606

**Re: *In re DMS Antitrust Litigation (Dealership Class Action)*, MDL No. 2817**

Dear Britt:

We write concerning CDK's counterclaim for breach of contract against Dealership Counter-Defendants. *See* CDK's Answer and Affirmative and Additional Defenses to the Dealership Consolidated Class Action Complaint and CDK Global, LLC's Counterclaims, First Counterclaim for Relief ("First Counterclaim").

As you will recall, CDK opposed Dealerships' motion to compel interrogatory responses concerning any damages sustained by CDK as a result of any breach of contract.<sup>1</sup> In denying the motion to compel, the Court found that CDK apparently was seeking only statutory damages for its counterclaims, and that damages would be the subject of expert testimony. *See* ECF No. 838, at 4-5 (Order dated Dec. 3, 2019) (Gilbert, M.J.). Statutory damages, of course, are unavailable for a breach of contract claim. [REDACTED]

[REDACTED]

---

<sup>1</sup> *See* CDK's Response in Opposition to Dealership Class Plaintiffs' Motion to Compel Responses to Interrogatories (dated Sept. 3, 2019), at 9-11.

Britt M. Miller, Esq.

February 28, 2020

Page 2

In light of the foregoing, we believe that CDK lacks a good faith basis to pursue its First Counterclaim and that, accordingly, CDK should voluntarily dismiss it forthwith. Please advise us by March 3, 2020, whether CDK will do so. If CDK is unprepared to dismiss the First Counterclaim, please explain its refusal to do so.

Sincerely,

/s/ Peggy J. Wedgworth  
Peggy J. Wedgworth

cc: SERVICE-EXTERNAL-DMS-MDL

# **EXHIBIT C**



Mayer Brown LLP  
71 South Wacker Drive  
Chicago, IL 60606  
United States of America

T: +1 312 782 0600  
F: +1 312 701 7711

mayerbrown.com

**Britt M. Miller**  
Partner

T: +1 312 701 8663  
F: +1 312 706 8763  
BMiller@mayerbrown.com

March 4, 2020

VIA E-MAIL

Peggy J. Wedgworth  
Milberg  
One Pennsylvania Plaza  
New York, New York 10119

Re: ***In re DMS Antitrust Litigation (Dealership Class Action),  
MDL No. 2817***

Dear Peggy:

I write in response to your letter dated February 28, 2020, in which you state that you “believe CDK lacks a good faith basis to pursue its First Counterclaim [for breach of contract] and that, accordingly, CDK should voluntarily dismiss it forthwith.” Ltr. at 2. You base your request on the fact that CDK has not disclosed any calculation of damages for this claim. *Id.* at 1-2.

CDK’s counterclaims included a request for declaratory and injunctive relief. Dkt. 522 at 281. CDK is continuing to pursue its breach of contract counterclaim for that relief and/or nominal damages, as permitted under applicable law. Accordingly, CDK declines to voluntarily dismiss this counterclaim.

Sincerely,

/s/ Britt M. Miller

Britt M. Miller  
Partner

# **EXHIBIT D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

---

IN RE: DEALER MANAGEMENT  
SYSTEMS ANTITRUST LITIGATION

MDL No. 2817  
Case No. 18 C 864

This Document Relates to:

Assigned to: Hon. Robert M. Dow Jr.  
Magistrate Judge: Hon. Jeffery T. Gilbert

THE DEALERSHIP CLASS ACTION.

---

**DEALERSHIP CLASS PLAINTIFFS' FIRST SET OF INTERROGATORIES  
TO CDK GLOBAL, LLC CONCERNING CDK'S COUNTERCLAIMS**

---

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Dealership Class Plaintiffs hereby request that CDK Global, LLC ("CDK") answer the following interrogatories, in writing and under oath, no later than thirty (30) days after service of these interrogatories, and thereafter supplement such answers in a timely manner pursuant to Rule 26(e) of the Federal Rules of Civil Procedure through the date of any trial in this matter.



## **DEFINITIONS**

For purposes of these requests the following definitions shall apply:

1. “All” shall be construed as all and any, and the term “any” shall be construed as all and any.

2. “Authenticom” shall mean the Plaintiff in this action and a provider of data integration services in the automotive industry based in La Crosse, Wisconsin. “Authenticom” shall include its present or former predecessors, subsidiaries, divisions, departments, operating units, directors, officers, managers, employees, attorneys, and accountants.

3. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the document request all responses that might otherwise be construed to be outside of its scope.

4. “CDK” shall mean CDK Global, LLC, as described in Paragraph 4 of Defendants’ Combined Statement of Additional Facts Requiring Denial of Preliminary Injunctive Relief, *Authenticom* Dkt. 87 (hereinafter, “SoAF”). “CDK” shall include the dealer services business of Automatic Data Processing, Inc. (“ADP”) prior to September 30, 2014, as described in Paragraph 5 of the SoAF. “CDK” shall include its present or former predecessors, subsidiaries, divisions, departments, operating units, directors, officers, managers, employees, attorneys, and accountants.

5. “Communication” shall mean any exchange or transfer of information, whether electronic, written, oral, or in any other form. The phrase “communication between” is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

6. “Data integrators” shall refer to service providers that provide access by any means to dealer data on the DMS database, whether by extracting the data, writing data back into the

DMS, or both. For the avoidance of doubt, “data integrators” includes CDK (through its 3PA program) and Reynolds (through its RCI program).

7. “DMI” shall mean Digital Motorworks, Inc., as described in Paragraph 215 of the SoAF. “DMI” shall include its present or former predecessors, subsidiaries, divisions, departments, operating units, directors, officers, managers, employees, attorneys, and accountants.

8. “Document” and “Documents” are used in the broadest extent permitted by Federal Rule of Civil Procedure 34(a).

9. “Including” (in addition to its usual meanings) shall mean including but not limited to.

10. “IntegraLink” shall mean IntegraLink, as described in Paragraph 215 of the SoAF. “IntegraLink” shall include its present or former predecessors, subsidiaries, divisions, departments, operating units, directors, officers, managers, employees, attorneys, and accountants.

11. “OEM” shall mean Original Equipment Manufacturer and shall include the present or former predecessors, subsidiaries, divisions, departments, and operating units of any Original Equipment Manufacturer.

12. The terms “relating to,” “related to,” “referring to,” “regarding,” or “with respect to” shall mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

13. “Reynolds” shall mean “The Reynolds & Reynolds Company,” as described in Paragraphs 1-3 of the SoAF. “Reynolds” shall include its present or former predecessors,

subsidiaries, divisions, departments, operating units, directors, officers, managers, employees, attorneys, and accountants.

14. “Third party integrators” shall mean data integrators that provide data integration services on a DMS platform and are unaffiliated with the DMS provider.

15. “Vendors” or “application providers” shall mean vendors who provide software applications that perform operations functions for dealerships, as described in Paragraph 20 of the SoAF.

16. “You,” “Your” or “Your company” shall mean the responding Defendant, its predecessors, successors, parents, subsidiaries, departments, divisions, joint ventures, and affiliates, including without limitation any organization or entity that the responding Defendant manages or controls, together with all present and former directors, officers, employees, agents, representatives or any persons acting or purporting to act on behalf of the responding Defendant.

### **INSTRUCTIONS**

1. If any interrogatory cannot be answered in full after exercising due diligence to secure the information to do so, please so state and answer the interrogatory to the extent possible, specifying any inability to answer the remainder of any such interrogatory, and stating whatever information or knowledge is presently available to you concerning the unanswered portion of said interrogatory.

2. To the extent that you consider any of the following interrogatories objectionable, answer so much of each interrogatory and each part thereof as is not objectionable in your view and separately state that part of each interrogatory as to which you raise objection and each ground for each such objection.

3. If you object to any interrogatory or part thereof on the claim of privilege, identify each statement or other information for which the privilege is claimed and provide a privilege log that complies with Federal Rule of Civil Procedure 26(b)(5).

4. Whenever you are instructed to state a date or a dollar amount, if such date or amount is unknown to you, state your best estimate of such date or amount and indicate that it is an estimate.

5. The use of the past tense shall include the present tense, and the use of the present tense shall include the past tense, so as to make the question inclusive rather than exclusive.

6. The singular includes the plural, and vice versa, so as to make the question more inclusive.

7. Each question is to be accorded a separate answer, and questions are not to be combined for the purpose of supplying a common answer thereto.

## **INTERROGATORIES**

### **INTERROGATORY NO. 1**

Identify all public statements by CDK executives, from January 1, 2011 to the present, concerning CDK's policy or position on whether CDK dealers were permitted to provide their DMS login credentials to third parties, including, for each such public statement, (i) the date on which the statement was made, (ii) the identity of the person who made the statement (or on whose behalf the statement was made), (iii) the identity of the persons or entities to whom the statement was made, and (iv) the content of the statement..

### **INTERROGATORY NO. 2**

Identify all instances, from January 1, 2011 to the present, in which CDK communicated (to any entity, including without limitation any dealer or vendor) its consent for a CDK dealer to provide its DMS login credentials to a third party, including, for each such instance, (i) the date(s) of the communication(s), (ii) the people involved in the communication(s), and (iii) the dealer to whom CDK gave the consent.

### **INTERROGATORY NO. 3**

Identify all instances, from January 1, 2011 to the present, in which CDK attempted to enforce §§ 6(A), 6(B), and/or 6(D) of CDK's Master Services Agreement ("MSA") against any CDK Dealer, including, for each such instance, (i) the identity of the CDK Dealer, (ii) the date(s) on which CDK attempted to enforce those provisions, (iii) the means by which CDK attempted to enforce those provisions (i.e., through the filing of a lawsuit or arbitration proceeding, the termination of CDK's contract with the dealer, or other means), and (iv) the identity of all persons who possess relevant information about the enforcement attempt.

**INTERROGATORY NO. 4**

Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) solicited a dealer to provide DMS login credentials to CDK after the login credentials that CDK had previously been using to access that dealer's DMS had been disabled by the dealer's DMS provider, including, for each such instance, (i) the date(s) on which CDK solicited the dealer to provide the DMS login credentials, (ii) the identity of the dealer's DMS provider, (iii) whether the dealer did provide CDK with new login credentials in response to the solicitation, (iv) whether the dealer sent the new login credentials to CDK in unencrypted "plain text", and (v) the identity of all persons who possess relevant information about the solicitation.

**INTERROGATORY NO. 5**

Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) requested or encouraged any dealers to install "software scripts and programs on the dealer's own computers" which "allowed" CDK "to access" the dealer's DMS, and/or were "used to ... re-enable CDK's dealer-provider login credentials" after those credentials were disabled (as those terms are used in ¶ 64 of CDK's Counterclaims), including, for each such instance, (i) the date on which the instance occurred, (ii) the identity of the dealer(s) to whom CDK made the request or encouragement.

**INTERROGATORY NO. 6**

Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) "dug into" or otherwise accessed any other DMS provider's "DMS software in order to research vulnerabilities" in the DMS provider's "system" and "find different ways to get data out of" the DMS provider's "system" (as those terms are used in ¶ 66 of CDK's Counterclaims) without the DMS provider's prior consent, including, for each such instance, (i)

the date on which CDK accessed the DMS provider's software, (ii) the identity of the DMS provider whose software was accessed by CDK, (iii) the people at CDK who accessed the DMS provider's software, and (iv) the identities of all people who possess relevant information about CDK's access to the DMS provider's software.

**INTERROGATORY NO. 7**

Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) used dealer-provided DMS login credentials to extract data from a dealer's DMS, including, for each such instance, (i) the date on which the instance occurred, (ii) the identity of the provider of the DMS from which CDK extracted data; (iii) whether CDK obtained prior consent from the dealer's DMS provider to extract data from that dealer's DMS; (iv) the data fields that were extracted by CDK; (v) whether CDK extracted any proprietary information owned by third parties from the dealer's DMS (including, without limitation, any "DMS program code" or other "proprietary information" of the types referenced in ¶¶ 71-72 of CDK's Counterclaims); and (vi) whether CDK accessed or copied any data that was created using the DMS provider's "third-party proprietary forms and functions within the DMS" (as those terms are used in ¶ 74 of CDK's Counterclaims).

**INTERROGATORY NO. 8**

Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) obtained copies of any other DMS provider's DMS software without that DMS provider's prior consent, including, for each such instance, (i) the identity of the DMS provider whose DMS software was obtained by CDK, (ii) the date on which CDK obtained the DMS software, (iii) the identity of the person or entity from whom CDK obtained the DMS software, (iv) whether CDK loaded that software onto CDK's own computers and servers, (v) the identities

of all individuals who possess relevant knowledge concerning the circumstances of CDK's acquisition of the DMS software; and (vi) the identities of all individuals who possess relevant information about how CDK used the DMS software.

**INTERROGATORY NO. 9**

Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) accessed another DMS provider's DMS and created a copy of "portions of the DMS program code in the computer's Random Access Memory", "original and distinctive page layouts", "graphical content", "text", "arrangement, organization, and display of information", and/or "dynamic user experience" (as those terms are used in ¶ 71 of CDK's Counterclaims) without the DMS provider's prior consent.

**INTERROGATORY NO. 10**

Identify all instances, from January 1, 2011 to the present, in which CDK knowingly "engaged in unauthorized access to" another DMS provider's DMS (as those terms are used in ¶ 142 of CDK's Counterclaims), including, for each such instance, (i) the date on which CDK engaged in that unauthorized access, (ii) the identity of the dealer whose DMS was accessed by CDK, (iii) the identity of the provider of the DMS with which CDK engaged in unauthorized access, (iv) all data fields that were extracted by CDK through that unauthorized access; and (v) the identities of all individuals who possess relevant information about CDK's unauthorized access to the DMS.

**INTERROGATORY NO. 11**

Identify, for each Dealership Counter-Defendant, all "losses, expenses and other damages" that CDK allegedly suffered as a result of that Dealership Counter-Defendant's alleged (i) breaches of contract, (ii) violations of the Computer Fraud and Abuse Act, and/or (iii) violations of the



Digital Millennium Copyright Act, including the date and amount each such loss, expense, and other damage.

**INTERROGATORY NO. 12**

Identify all instances, from January 1, 2011 to the present, in which any dealer's computer systems were overburdened or "tied up" as a result of any Dealership Counter-Defendant's alleged actions, including, for each such instance, (i) the date on which the instance occurred, (ii) the extent to which the dealer's computer systems were overburdened or "tied up", (iii) any damages that CDK allegedly suffered as a result of the instance, (iv) all facts supporting CDK's assertion that the instance was caused by any Dealership Counter-Defendant's alleged actions; and (v) the identities of all individuals who possess relevant knowledge concerning the instance.

**INTERROGATORY NO. 13**

Identify all instances, from January 1, 2011 to the present, in which CDK's own computer systems (i.e., not including a CDK Dealer's DMS or other computer systems) were overburdened or "tied up" as a result of any Dealership Counter-Defendant's alleged actions, including, for each such instance, (i) the date on which the instance occurred, (ii) the extent to which CDK's systems were overburdened or "tied up", (iii) any damages that CDK allegedly suffered as a result of the instance, (iv) all facts supporting CDK's assertion that the instance was caused by any Dealership Counter-Defendant's alleged actions; and (v) the identities of all individuals who possess relevant knowledge concerning the instance.

**INTERROGATORY NO. 14**

Identify all instances, from January 1, 2011 to the present, in which CDK's own computer systems (i.e., not including a CDK Dealer's DMS or other computer systems) experienced "data corruption issues" (as that term is used in ¶ 82 of CDK's Counterclaims) as a result of any

Dealership Counter-Defendant's alleged actions, including, for each such instance, (i) the date on which the "data corruption issues" occurred, (ii) the extent to which CDK's systems experienced "data corruption issues", (iii) any damages that CDK allegedly suffered as a result of the "data corruption issues", (iv) all facts supporting CDK's assertion that the "data corruption issues" were caused by any Dealership Counter-Defendant's alleged actions; and (v) the identities of all individuals who possess relevant knowledge concerning the "data corruption issues".

**INTERROGATORY NO. 15**

Identify all instances, from January 1, 2011 to the present, in which a data security breach occurred as a result of any Dealership Counter-Defendant's alleged actions, including, for each such instance, (i) the date on which the data security breach occurred, (ii) the date on which CDK first learned of the data security breach, (iii) the individuals or entities whose data was breached in the data security breach, (iv) any damages that CDK allegedly suffered as a result of the data security breach, (v) all facts supporting CDK's assertion that the data security breach was caused by any Dealership Counter-Defendant's alleged actions; and (vi) the identities of all individuals who possess relevant knowledge concerning the data security breach.

**INTERROGATORY NO. 16**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 17**

Identify, for each Dealership Counter-Defendant, all documents that you believe support your counterclaims against that Dealership Counter-Defendant.

**INTERROGATORY NO. 18**

Identify, for each Dealership Counter-Defendant, all evidence that you believe supports your contentions against that Dealership Counter-Defendant.

Dated: March 8, 2019

Respectfully submitted,

/s/ Peggy J. Wedgworth

Peggy J. Wedgworth

***Dealership Interim Lead Class  
Counsel***

**MILBERG TADLER PHILLIPS  
GROSSMAN LLP**

One Pennsylvania Plaza, 19th Floor  
New York, NY 10119

(212) 594-5300

[pwedgworth@milberg.com](mailto:pwedgworth@milberg.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on March 8, 2019, I caused a true and correct copy of the foregoing DEALERSHIP CLASS PLAINTIFFS' FIRST SET OF INTERROGATORIES TO CDK GLOBAL, LLC CONCERNING CDK'S COUNTERCLAIMS to be served by email upon the following recipients: service-external-dms-mdl@lists.kellogghansen.com.

/s/ Matthew A. Kupillas  
Matthew A. Kupillas

# **EXHIBIT E**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

*In re Dealer Management Systems Antitrust  
Litigation*, MDL 2817

*This document relates to:*

THE DEALERSHIP CLASS ACTION

MDL No. 2817  
Case No. 1:18-CV-864

Hon. Robert M. Dow, Jr.  
Magistrate Judge Jeffrey T. Gilbert

**CONTAINS INFORMATION  
DESIGNATED CONFIDENTIAL  
AND HIGHLY CONFIDENTIAL  
PURSUANT TO PROTECTIVE  
ORDER**

**CDK GLOBAL, LLC'S RESPONSES AND OBJECTIONS TO  
DEALERSHIP CLASS PLAINTIFFS' FIRST SET OF INTERROGATORIES  
CONCERNING CDK'S COUNTERCLAIMS**

Defendant CDK Global, LLC ("CDK"), by and through its attorneys, and pursuant to Fed. R. Civ. P. 26 and 33, hereby submits its written objections and responses to the Dealership Class Plaintiffs' (the "Dealership Plaintiffs") First Set of Interrogatories to CDK Global, LLC Concerning CDK's Counterclaims, dated March 8, 2019 (the "Interrogatories").

**GENERAL OBJECTIONS**

1. CDK asserts each of the following objections to the Interrogatories. In addition to these General Objections, CDK may also state specific objections to an Interrogatory where appropriate. By setting forth such additional specific objections, CDK does not in any way intend to limit or restrict its General Objections. Moreover, to the extent CDK provides a response to any of the Interrogatories to which CDK objects, such response shall not constitute a waiver of any General Objection or specific objection.

2. Nothing herein shall be construed as an admission by CDK regarding the competence, admissibility, or relevance of any fact sought by the Dealership Plaintiffs' Interrogatories. CDK reserves its right to challenge the competency, relevance, materiality, and admissibility of any information or documents that it produces in response to any discovery request at trial, of this or any other action, or at any subsequent proceeding, of this action or of any other action. Further, CDK intends no incidental or implied admissions by its answers to the Dealership Plaintiffs' Interrogatories. Whether CDK answers or objects to any particular Interrogatory should not be interpreted as an admission that CDK accepts or admits the existence of any fact(s) set out or assumed by such Interrogatory, that the Interrogatories are proper, that CDK's answers or objections constitute admissible evidence, that the documents or information sought are relevant, material, or otherwise within the proper bounds of discovery, that such documents or information are properly discoverable, or that other such discovery requests will be treated in a similar fashion in this or any other proceeding. Furthermore, whether CDK answers part or all of any particular Interrogatory is not intended and should not be construed as a waiver by CDK of any or all objections to such Interrogatory or any other Interrogatory.

3. CDK objects to any Interrogatory, instruction, definition, or directive contained in the Interrogatories to the extent that it purports to impose any obligations on CDK beyond those set forth in the Federal Rules of Civil Procedure and the Local Rules of the Northern District of Illinois, or any applicable orders of the Court.

4. CDK objects to the Interrogatories to the extent they are unlimited in time or not limited to the time period relevant to this litigation (e.g., that they purport to see information "from January 1, 2011 to the present"), on the ground that such Interrogatories seek information which is neither relevant to any claim or defense in this action and is overly broad and unduly

burdensome. Therefore, unless otherwise specified in its response to a specific Interrogatory, CDK's responses will be limited to the time period beginning on or after January 1, 2013.

5. CDK objects to the Interrogatories to the extent they seek the identification of all "instances" or occurrences of certain events because those Interrogatories are overly broad, unduly burdensome, and not proportional to the needs of the case. In accordance with the Dealership Plaintiffs' representations concerning these Interrogatories, to the extent that CDK responds to them, it will provide an approximate number of "instances" and/or a summary of the identifying information sought by the Interrogatory. *See* ECF No. 599-4; ECF No. 632, at 4.

6. CDK objects to the Interrogatories, and each and every definition, instruction, and request therein, to the extent they seek information and/or documents that: (a) contain privileged attorney-client communications; (b) constitute work product; (c) were prepared in anticipation of or in connection with litigation or trial; (d) disclose the mental impressions, conclusions, opinions or legal theories of any attorney for or other representative of CDK; (e) are subject to the common-interest or joint-defense privileges; or (f) are otherwise privileged or exempt from discovery. To the extent that the Interrogatories, or any one of them, seek such information, CDK hereby claims such privilege and invokes such protection. The fact that CDK does not specifically object to an individual Interrogatory on the grounds that it seeks privileged or protected material shall not be deemed a waiver of the protection afforded by any applicable privilege. Similarly, to the extent any information or documents subject to a privilege or otherwise protected from discovery are produced in response to these Interrogatories, such production is inadvertent and not intended as a waiver.

7. CDK objects to the Interrogatories to the extent that they seek information and/or documents that are confidential or otherwise proprietary in nature. The represented parties in this



litigation have agreed upon a Second Amended Agreed Confidentiality Order (“Confidentiality Order”), which was approved and entered by the Court on April 25, 2019 (Dkt. 650). Thus, to the extent that an Interrogatory calls for production of confidential or competitively sensitive material, as defined by the Confidentiality Order, CDK will only provide information in response to such Interrogatory subject to that Order.

8. CDK objects to the Interrogatories to the extent that they violate any constitutional, statutory, or common law rights of privacy and confidentiality, including those provided under U.S. state or federal law or any other country’s law, of CDK’s employees and other persons, including individuals who are not parties to this litigation. CDK reserves the right to protect the privacy and confidentiality interests of non-parties to this litigation, including by allowing such parties to seek a protective order from the Court prior to the production of information that implicates their confidential or private information, or by redacting such information from any response that CDK may produce.

9. CDK objects to the Interrogatories to the extent they purport to require the production of documents or information that are not maintained by CDK in the form or manner requested.

10. CDK objects to the Interrogatories to the extent that they seek the production of documents or information beyond the possession, custody, or control of CDK or its current officers, directors, or employees and/or that cannot be located with a reasonably diligent search, thus making the Interrogatories unduly burdensome.

11. CDK objects to the Interrogatories on the ground of undue burden to the extent that they seek the production of documents or information currently in the Dealership Plaintiffs’

possession, custody, or control, that is publicly available, or that can be obtained more easily from third parties.

12. CDK's responses to the Interrogatories are based on its present knowledge, upon a reasonable inquiry. Discovery is ongoing, and CDK's investigation continues. CDK reserves the right to supplement, amend, and correct these responses and objections, if necessary, based on information later obtained through investigation, discovery, or otherwise.

13. To the extent CDK has objected to or refused to respond to any given Interrogatory, in whole or in part, and to the extent that the Dealership Plaintiffs take issue with any such objection or refusal, CDK is willing to meet-and-confer with the Dealership Plaintiffs to see if a reasonable, mutually-acceptable compromise might be reached.

14. CDK incorporates each of the foregoing General Objections as though fully set forth in each response and objection below.

#### **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

1. CDK objects to each and every "Definition" and "Instruction" set forth in the Interrogatories to the extent that such definitions or instructions purport to broaden terms beyond their ordinary meaning or impose obligations on CDK broader than or inconsistent with the obligations created by Fed. R. Civ. P. 26 and 33 and/or any applicable Local Rule or other Court Order. CDK will respond to the Interrogatories in accordance with the Federal Rules.

2. CDK objects to the Dealership Counter-Defendants' definition of "Authenticom" in Definition No. 2 as "the Plaintiff in this action," in so far as Authenticom is not the only Plaintiff in this multidistrict litigation and these Interrogatories purport to relate to CDK's Counterclaims, not to any claims brought by Authenticom, the Dealership Plaintiffs, or other any party.

3. CDK objects to the Dealership Counter-Defendants' definitions of "CDK" and "you," "your" and "your company" in Definition Nos. 4 and 16 as overly broad and unduly burdensome to the extent they purport to require CDK to produce information and/or documents beyond CDK's possession, custody, or control. In addition, CDK objects to Definition Nos. 4 and 16 to the extent they purport to require CDK to produce information and/or documents within the possession, custody, or control of any person or entity other than its current officers, directors, employees, agents, or any person acting on CDK's behalf.

4. CDK objects to the Dealership Counter-Defendants' definition of "data integrators" in Definition No. 6, in so far as an entity that does not own or provide its own DMS but which "provide[s] access by any means to dealer data" on another provider's "DMS database, whether by extracting the data, writing data back into the DMS, or both," is not providing "integration" services as CDK uses and understands the term. To the extent that CDK responds to Interrogatories that reference "data integrators" or "third party integrators," it does not mean that CDK agrees with or accepts the Dealership Counter-Defendants' definitions.

5. CDK objects to the Dealership Counter-Defendants' definitions of "DMI" and "IntegraLink" in Definition Nos. 7 and 10 as overly broad, unduly burdensome, and seeking documents and information that are irrelevant and not within CDK's possession, custody, or control, to the extent that these definitions purport to include any documents or information pertaining to Digital Motorworks, Inc. or IntegraLink before those entities were acquired by and incorporated into the business operations of CDK.

#### **CDK'S SPECIFIC RESPONSES TO INTERROGATORIES**

**INTERROGATORY NO. 1:** Identify all public statements by CDK executives, from January 1, 2011 to the present, concerning CDK's policy or position on whether CDK dealers were permitted to provide their DMS login credentials to third parties, including, for each such public statement, (i) the date on which the statement was made, (ii) the identity of the person who made



[REDACTED]

[REDACTED]

**INTERROGATORY NO. 2:** Identify all instances, from January 1, 2011 to the present, in which CDK communicated (to any entity, including without limitation any dealer or vendor) its consent for a CDK dealer to provide its DMS login credentials to a third party, including, for each such instance, (i) the date(s) of the communication(s), (ii) the people involved in the communication(s), and (iii) the dealer to whom CDK gave the consent.

**RESPONSE:** CDK objects to this Interrogatory as overly broad and unduly burdensome in that it is not proportional to the needs of the case and seeks information that is not relevant to any of CDK's Counterclaims or any defenses to those Counterclaims, and thus is beyond the scope of permissible discovery. Any "communicat[ions]" CDK may have had with any dealers, vendors, or other "entit[ies]" that are not among the named Dealership Counter-Defendants has no bearing on those Dealership Counter-Defendants' breaches of contract and statutory violations.

**\*\*\*BEGIN HIGHLY CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 3:** Identify all instances, from January 1, 2011 to the present, in which CDK attempted to enforce §§ 6(A), 6(B), and/or 6(D) of CDK's Master Services Agreement ("MSA") against any CDK Dealer, including, for each such instance, (i) the identity of the CDK Dealer, (ii) the date(s) on which CDK attempted to enforce those provisions, (iii) the means by which CDK attempted to enforce those provisions (i.e., through the filing of a lawsuit or arbitration proceeding, the termination of CDK's contract with the dealer, or other means), and (iv) the identity of all persons who possess relevant information about the enforcement attempt.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**\*\*\*BEGIN HIGHLY CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 5:** Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) requested or encouraged any dealers to install “software scripts and programs on the dealer’s own computers” which “allowed” CDK “to access” the dealer’s DMS, and/or were “used to ... re-enable CDK’s dealer-provider login credentials” after those credentials were disabled (as those terms are used in ¶ 64 of CDK’s Counterclaims), including, for each such instance, (i) the date on which the instance occurred, (ii) the identity of the dealer(s) to whom CDK made the request or encouragement.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 6:** Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) “dug into” or otherwise accessed any other DMS provider’s “DMS software in order to research vulnerabilities” in the DMS provider’s “system” and “find different ways to get data out of” the DMS provider’s “system” (as those terms are used in ¶ 66 of CDK’s Counterclaims) without the DMS provider’s prior consent, including,

for each such instance, (i) the date on which CDK accessed the DMS provider's software, (ii) the identity of the DMS provider whose software was accessed by CDK, (iii) the people at CDK who accessed the DMS provider's software, and (iv) the identities of all people who possess relevant information about CDK's access to the DMS provider's software.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 7:** Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) used dealer-provided DMS login credentials to extract data from a dealer's DMS, including, for each such instance, (i) the date on which the instance occurred, (ii) the identity of the provider of the DMS from which CDK extracted data; (iii) whether CDK obtained prior consent from the dealer's DMS provider to extract data from that dealer's DMS; (iv) the data fields that were extracted by CDK; (v) whether CDK extracted any proprietary information owned by third parties from the dealer's DMS (including, without limitation, any "DMS program code" or other "proprietary information" of the types referenced in ¶¶ 71-72 of CDK's Counterclaims); and (vi) whether CDK accessed or copied any data that was created using the DMS provider's "third-party proprietary forms and functions within the DMS" (as those terms are used in ¶ 74 of CDK's Counterclaims).

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 8:** Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) obtained copies of any other DMS provider's DMS software without that DMS provider's prior consent, including, for each such instance, (i) the identity of the DMS provider whose DMS software was obtained by CDK, (ii) the date on which CDK obtained the DMS software, (iii) the identity of the person or entity from whom CDK obtained the DMS software, (iv) whether CDK loaded that software onto CDK's own computers and servers, (v) the identities of all individuals who possess relevant knowledge concerning the circumstances of CDK's acquisition of the DMS software; and (vi) the identities of all individuals who possess relevant information about how CDK used the DMS software.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 9:** Identify all instances, from January 1, 2011 to the present, in which CDK (including DMI and/or IntegraLink) accessed another DMS provider's DMS and created a copy of "portions of the DMS program code in the computer's Random Access Memory", "original and distinctive page layouts", "graphical content", "text", "arrangement, organization, and display of information", and/or "dynamic user experience" (as those terms are used in ¶ 71 of CDK's Counterclaims) without the DMS provider's prior consent.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

**INTERROGATORY NO. 10:** Identify all instances, from January 1, 2011 to the present, in which CDK knowingly “engaged in unauthorized access to” another DMS provider’s DMS (as those terms are used in ¶ 142 of CDK’s Counterclaims), including, for each such instance, (i) the date on which CDK engaged in that unauthorized access, (ii) the identity of the dealer whose DMS was accessed by CDK, (iii) the identity of the provider of the DMS with which CDK engaged in unauthorized access, (iv) all data fields that were extracted by CDK through that unauthorized access; and (v) the identities of all individuals who possess relevant information about CDK’s unauthorized access to the DMS.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 11:** Identify, for each Dealership Counter-Defendant, all “losses, expenses and other damages” that CDK allegedly suffered as a result of that Dealership Counter-Defendant’s alleged (i) breaches of contract, (ii) violations of the Computer Fraud and Abuse Act, and/or (iii) violations of the Digital Millennium Copyright Act, including the date and amount each such loss, expense, and other damage.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 12:** Identify all instances, from January 1, 2011 to the present, in which any dealer’s computer systems were overburdened or “tied up” as a result of any Dealership Counter-Defendant’s alleged actions, including, for each such instance, (i) the date on

which the instance occurred, (ii) the extent to which the dealer's computer systems were overburdened or "tied up", (iii) any damages that CDK allegedly suffered as a result of the instance, (iv) all facts supporting CDK's assertion that the instance was caused by any Dealership Counter-Defendant's alleged actions; and (v) the identities of all individuals who possess relevant knowledge concerning the instance.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[illegible]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 13:** Identify all instances, from January 1, 2011 to the present, in which CDK's own computer systems (i.e., not including a CDK Dealer's DMS or other



computer systems) were overburdened or “tied up” as a result of any Dealership Counter-Defendant’s alleged actions, including, for each such instance, (i) the date on which the instance occurred, (ii) the extent to which CDK’s systems were overburdened or “tied up”, (iii) any damages that CDK allegedly suffered as a result of the instance, (iv) all facts supporting CDK’s assertion that the instance was caused by any Dealership Counter-Defendant’s alleged actions; and (v) the identities of all individuals who possess relevant knowledge concerning the instance.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

**INTERROGATORY NO. 14:** Identify all instances, from January 1, 2011 to the present, in which CDK’s own computer systems (i.e., not including a CDK Dealer’s DMS or other computer systems) experienced “data corruption issues” (as that term is used in ¶ 82 of CDK’s Counterclaims) as a result of any Dealership Counter-Defendant’s alleged actions, including, for each such instance, (i) the date on which the “data corruption issues” occurred, (ii) the extent to which CDK’s systems experienced “data corruption issues”, (iii) any damages that CDK allegedly suffered as a result of the “data corruption issues”, (iv) all facts supporting CDK’s assertion that the “data corruption issues” were caused by any Dealership Counter-Defendant’s alleged actions; and (v) the identities of all individuals who possess relevant knowledge concerning the “data corruption issues”.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 15:** Identify all instances, from January 1, 2011 to the present, in which a data security breach occurred as a result of any Dealership Counter-Defendant's alleged actions, including, for each such instance, (i) the date on which the data security breach occurred, (ii) the date on which CDK first learned of the data security breach, (iii) the individuals or entities whose data was breached in the data security breach, (iv) any damages that CDK allegedly suffered as a result of the data security breach, (v) all facts supporting CDK's assertion that the data security breach was caused by any Dealership Counter-Defendant's alleged actions; and (vi) the identities of all individuals who possess relevant knowledge concerning the data security breach.

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**\*\*\*BEGIN HIGHLY CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**INTERROGATORY NO. 16:**

[REDACTED]

**\*\*\*BEGIN CONFIDENTIAL DESIGNATION\*\*\***

[REDACTED]

**INTERROGATORY NO. 17:** Identify, for each Dealership Counter-Defendant, all documents that you believe support your counterclaims against that Dealership Counter-Defendant.

**RESPONSE:** CDK objects to this Interrogatory as overly broad and unduly burdensome in that it is not proportional to the needs of the case, and thus is beyond the scope of permissible discovery. Identifying every single document that may support CDK's Counterclaims is grossly overbroad and unduly burdensome, especially given the vast number of documents produced thus far in this multidistrict litigation. Additionally, on information and belief, Dealership Counter-Defendants have agreed to withdraw this Interrogatory, and therefore no Response is required. *See* ECF No. 599-4; ECF No. 632, at 4, 10 (stating that Dealership Counter-Defendants' offer to withdraw Interrogatories No. 17 and 18 "still stands").

**INTERROGATORY NO. 18:** Identify, for each Dealership Counter-Defendant, all evidence that you believe supports your contentions against that Dealership Counter-Defendant.

**RESPONSE:** CDK objects to this Interrogatory as overly broad and unduly burdensome in that it is not proportional to the needs of the case, and thus is beyond the scope of permissible discovery. Identifying “all evidence” that may support CDK’s Counterclaims is grossly overbroad and unduly burdensome, especially given the vast number of documents produced, depositions taken, and other evidence developed thus far in this multidistrict litigation. Additionally, on information and belief, Dealership Counter-Defendants have agreed to withdraw this Interrogatory, and therefore no Response is required. *See* ECF No. 599-4; ECF No. 632, at 4, 10 (stating that Dealership Counter-Defendants’ offer to withdraw Interrogatories No. 17 and 18 “still stands”).

Dated: July 3, 2019

Respectfully submitted,

/s/ Matthew D. Provance

Matthew D. Provance  
Britt M. Miller  
MAYER BROWN LLP  
71 South Wacker Drive  
Chicago, IL 60606  
(312) 782-0600  
mprovance@mayerbrown.com  
bmiller@mayerbrown.com

Mark W. Ryan  
MAYER BROWN LLP  
1999 K Street NW  
Washington, DC 20006  
(202) 263-3000  
mryan@mayerbrown.com

*Counsel for Defendant  
CDK Global, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on July 3, 2019, I caused a true and correct copy of the foregoing **CDK GLOBAL, LLC'S RESPONSE AND OBJECTIONS TO DEALERSHIP CLASS PLAINTIFFS' FIRST SET OF INTERROGATORIES CONCERNING CDK'S COUNTERCLAIMS** to be served by email upon counsel of record pursuant to the SERVICE-EXTERNAL-DMS-MDL@lists.kellogghansen.com email list by agreement of the parties in accordance with Fed. R. Civ. P. 5(b)(2)(E).

/s/ Matthew D. Provance

Matthew D. Provance

MAYER BROWN LLP

71 South Wacker Drive

Chicago, IL 60606

Phone: (312) 782-0600

Fax: (312) 701-7711

E-mail: mprovance@mayerbrown.com

**VERIFICATION**

I, Michael Noser, hereby declare that I am employed by CDK Global, LLC ("CDK") as Senior Director, Operations of CDK Data Services. I have read the foregoing RESPONSES AND OBJECTIONS TO DEALERSHIP CLASS PLAINTIFFS' FIRST SET OF INTERROGATORIES CONCERNING CDK'S COUNTERCLAIMS dated July 3, 2019, and based on CDK's records, on information furnished to me, or on my personal knowledge, and without waiving any objections asserted therein, the statements of fact contained in these responses are true and correct to the best of my knowledge and belief.

Except as to matters stated on information and belief, I declare under penalty of perjury of the laws of the United States that the foregoing statement is true and correct.

Executed on July 3, 2019, at Austin, Texas.

A handwritten signature in black ink, reading "Michael S. Noser", with a horizontal line underneath.

Michael Noser  
Senior Director, Operations  
CDK Data Services

**EXHIBITS F-I**  
**Filed under Seal**



# **EXHIBIT J**

1. 5800 Countryside, LLC
2. ACA Motors, Inc.
3. Baystate Ford Inc.
4. Cherry Hill Jaguar
5. Cliff Harris Ford, LLC
6. Continental Acura
7. Continental Audi
8. Continental Autos, Inc.
9. Continental Autosports
10. Continental Classic Motors, Inc.
11. Continental Honda
12. Continental Mazda
13. Continental Mitsubishi
14. Continental Nissan
15. Continental Toyota
16. Ford & Lincoln of Smithtown
17. H & H Continental Motors, Inc.
18. HDA Motors, Inc.
19. JCF Autos LLC
20. Jericho Turnpike Sales LLC
21. Marshall Chrysler Jeep Dodge, L.L.C.
22. Marshall Chrysler Jeep Dodge Ram
23. Naperville Zoom Cars, Inc.



24. NV Autos, Inc.
25. Patchogue 112 Motors LLC
26. Stevens Ford
27. Stevens Jersey City Ford
28. Waconia Dodge, Inc.
29. Warrensburg Chrysler Dodge Jeep, L.L.C.
30. Warrensburg Chrysler Dodge Jeep Ram Fiat
31. Warrensburg Ford

**EXHIBITS K-O**  
**Filed under Seal**  
**Highly Confidential**

# **EXHIBIT P**

	A	B	C	D	E	F
1	Application Name	Business Area	Application Area	Status	Approved Access Type	CDK Application
2	121 Mobile	Digital Marketing	Marketing	Deployed	Website Integration	CDK Websites
3	3 Birds Marketing Wire	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
4	360CXM	Customer Management	CRM - Customer Marketing and Follow-up	Active	Extract Only	CDK Drive
5	Quick Application & Quick Qualify	Digital Marketing	F&I Menu	In Development	Website Integration	CDK Websites
6	A-Z Sync	Deal Management	Desking	Deployed	Writeback and Extract	CDK Drive
7	Absolute Results	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
8	Accu-Trade Instant Offer	Digital Marketing	Vehicle Value	Deployed	Website Integration	CDK Websites
9	Accumatic	Deal Management	F&I Sales Reporting	In Development	Extract Only	CDK Drive
10	Ackroo Anywhere	Customer Management	CRM Customer Loyalty & Rewards	Deployed	Extract Only	CDK Drive
11	ActivEngage Chat	Digital Marketing	Messaging	Deployed	Website Integration	CDK Websites
12	Concierge Chat	Digital Marketing	Messaging	Deployed	Website Integration	CDK Websites
13	TradeUp	Digital Marketing	Vehicle Value	Active	Website Integration	CDK Websites
14	ActiveTarget	Digital Marketing	Marketing	Deployed	Website Integration	CDK Websites
15	Activix CRM/Niotext	Customer Management	Customer Relationship Management	In Development	Extract Only	One-Eighty
16	Lead Submission	Business Management	CRM - Internet Customer Leads	Deployed	Writeback and Extract	CDK Drive
17	Activix CRM/Niotext and Lead Submission	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
18	ADP Workforce Now	Business Management	Payroll	Deployed	Writeback and Extract	CDK Drive
19	Advantage Concepts	Customer Management	CRM - Customer Marketing and Follow-up/Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
20	Advantage Dealer Services	Customer Management	Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
21	Advent High Performance Sales	Deal Management	Desking	Deployed	Writeback and Extract	CDK Drive
22	Adviserly	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
23	Affinitiv Fixed Ops Suite	Service Management	Service Scheduling/Check-IN	Deployed	Writeback and Extract	CDK Drive
24	Tech Check	Service Management	Service Inspection	In Development	Extract Only	CDK Drive
25	Affinitiv Loyalty	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
26	Time Highway	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
27	The Higher Gear	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
28	OneCommand	Customer Management	Customer Follow-up and Marketing	Deployed	Extract Only	CDK Drive
29	Peak Performance	Customer Management	Customer Marketing and Customer Analytics	Deployed	Extract Only	CDK Drive
30	Dealer Product Services (DPS)	Customer Management	Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
31	Tronix Solution	Deal Management	F&I Menu	Deployed	Writeback and Extract	CDK Drive
32	TitleDirect	Vehicle Management	Vehicle Registration	Deployed	Extract Only	CDK Drive
33	AIM Experts	Vehicle Management	Vehicle Inventory Management	Deployed	Extract Only	CDK Drive
34	AiQWare	Vehicle Management	Vehicle Inventory Management	Deployed	Extract Only	CDK Drive
35	AFCs Enterprise	Service Management	Service Fluid Management	Deployed	Writeback and Extract	CDK Drive
36	My Dealer Tag	Deal Management	F&I Performance Reporting	Deployed	Extract Only	CDK Drive
37	dealerCor Insurance Services	Customer Management	Customer Marketing/Followup	Deployed	Extract Only	CDK Drive
38	OEM Parts Websites	Parts Management	Web Sites	Deployed	Extract Only	CDK Drive
39	OEM Parts Websites	Parts Management	Parts Locate	Deployed	Extract Only	CDK Drive
40	XPRESS Tools	Service Management	Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
41	Data Direct Collision Parts	Parts Management	Parts B2B eCommerce	Deployed	Writeback and Extract	CDK Drive
42	Dynamic Omni Channels	Customer Management	Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
43	AmplifyRPM - Lifecycle	Customer Management	CRM - Customer Marketing/Follow-up and Customer Retention Management	Deployed	Extract Only	CDK Drive
44	Dealer Uplift	Service Management	Warranty Compliance	Deployed	Extract Only	CDK Drive
45	Profit Track	Deal Management	Aftermarket Insurance Sales	Deployed	Extract Only	CDK Drive
46	Marketing Services	Customer Management	Customer Followup	Deployed	Extract Only	CDK Drive
47	Aurora Data Hub	Parts Management	Parts B2B eCommerce and Parts B2C eCommerce	In Development	Extract Only	CDK Drive
48	Auto123 com	Digital Marketing	Vehicle Inventory Websites	Deployed	Extract Only	CDK Drive
49	LukeDataWalker	Vehicle Management	Marketing	In Development	Extract Only	CDK Drive
50	Swift Recon	Vehicle Management	Vehicle Reconditioning	In Development	Extract Only	CDK Drive
51	ADDTAG	Vehicle Management	Vehicle Registration	Deployed	Extract Only	CDK Drive
52	Auto Dealer Pay	Business Management	Dealer Dashboard	In Development	Extract Only	CDK Drive
53	Sophi	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
54	Sophi	Service Management	Service Appointment Scheduling/Check-In	Deployed	Extract Only	CDK Drive
55	AutoSked	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
56	Auto Title Service	Service Management	Vehicle Registration	In Development	Extract Only	CDK Drive
57	Auto.Live Service Store	Service Management	CRM - Internet Customer Leads	Deployed	Writeback and Extract	CDK Drive

	A	B	C	D	E	F
58	AutoAlert	Customer Management	Customer Marketing Follow-up	Deployed	Extract Only	CDK Drive
59	Autobase Inventory Solutions	Vehicle Management	Vehicle Inventory Websites	Deployed	Extract Only	CDK Drive
60	Autocom	Customer Management	Customer Retention Management/Follow-up	Deployed	Extract Only	CDK Drive
61	Autofusion	Digital Marketing	Dealer Websites	In Development	Extract Only	One-Eighty
62	Lead2Show	Digital Marketing	Incentives	Deployed	Website Integration	CDK Websites
63	Mobile2Show	Digital Marketing	Incentives	Deployed	Website Integration	CDK Websites
64	Web2Show	Digital Marketing	Incentives	Deployed	Website Integration	CDK Websites
65	AutoIPacket	Business Management	Vehicle History Reports	Deployed	Extract Only	CDK Drive
66	AutoBook	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
67	AutoBook with Inventory	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
68	Essentials	Customer Management	CRM	Deployed	Extract Only	CDK Drive
69	Essentials with Inventory	Customer Management	CRM	In Development	Extract Only	CDK Drive
70	Full Suite	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
71	Quotes	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
72	Service and Sold Interview	Customer Management	CRM	In Development	Extract Only	CDK Drive
73	TruPayments	Digital Marketing	Digital Retailing	Active	Website Integration	CDK Websites
74	ReconMonitor	Vehicle Management	Vehicle Reconditioning	Deployed	Extract Only	CDK Drive
75	ABN Digital Signage - Appointments	Business Management	Dealer Dashboard	Deployed	Extract Only	CDK Drive
76	ABN Digital Signage - Sales	Business Management	Dealer Dashboard	Deployed	Extract Only	CDK Drive
77	ADMI	Business Management	Business Intelligence & Analytics	Deployed	Extract Only	CDK Drive
78	Mastermind	Customer Management	Customer Marketing Follow-up	Deployed	Extract Only	CDK Drive
79	WheelsTV Showroom	Digital Marketing	Video	Deployed	Website Integration	CDK Websites
80	APC - Service Contracts	Service Management	Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
81	CARS	Service Management	Service Warranty Compliance	Deployed	Writeback and Extract	CDK Drive
82	Carpages.ca	Customer Management	Lead Submission Management	Deployed	Extract Only	One-Eighty
83	WelcomePoint	Service Management	Service Appointment Scheduling/Check-In	Deployed	Writeback and Extract	CDK Drive
84	Vehicle Inventory	Digital Marketing	Dealer Websites	Deployed	Extract Only	CDK Websites
85	Vehicle Lifecycle Products	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
86	MultiPoint	Service Management	Service Inspection	Deployed	Writeback and Extract	CDK Drive
87	AutoRaptor	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
88	AutoRentalSystems	Service Management	Service Loaner	Deployed	Extract Only	CDK Drive
89	TradeVue	Digital Marketing	Vehicle Value	Deployed	Website Integration	CDK Websites
90	AOV Inventory Merchandising	Digital Marketing	Video	Deployed	Website Integration	CDK Websites
91	Vehicle Inventory Marketing Hub	Vehicle Management	Vehicle Merchandising	Deployed	Writeback and Extract	CDK Drive
92	Sales & Service Marketing Hub	Vehicle Management	Vehicle Merchandising	Deployed	Writeback and Extract	CDK Drive
93	Aeros CRM	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
94	DPC Inventory Management	Vehicle Management	Inventory Management	Deployed	Writeback and Extract	CDK Drive
95	Autovance Desk 180 - Inventory Only	Digital Marketing	Marketing	In Development	Extract Only	One-Eighty
96	Autovance Desk	Deal Management	Deskings	Deployed	Writeback and Extract	CDK Drive
97	PaymentPro	Digital Marketing		Active	Digital	CDK Websites
98	AutoWeb Lead Matching	Customer Management	CRM - Internet Customer Leads	Deployed	Extract Only	CDK Drive
99	AVRS	Vehicle Management	Vehicle Registration	Deployed	Writeback and Extract	CDK Drive
100	ProfitNet	Service Management	Body Shop Management	Deployed	Writeback and Extract	CDK Drive
101	Custom Dealer Application We-Owe Add-on	Customer Management	CRM-Consumer Marketing	Deployed	Extract Only	CDK Drive
102	Custom Dealer Application	Customer Management	CRM-Consumer Marketing	Deployed	Extract Only	CDK Drive
103	Fleet by Beam	Service Management	Vehicle Auto Rental	In Development	Extract Only	CDK Drive
104	Smart VMA	Service Management	Service Check-In	Deployed	Writeback and Extract	CDK Drive
105	Binary Automotive Solutions	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
106	BirdEye	Customer Management	Customer Relationship Management	In Development	Extract Only	CDK Drive
107	BirdEye	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
108	Bitesize	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
109	BlinkAi	Service Management	Service Appointment Scheduling/Check-In	Deployed	Writeback and Extract	CDK Drive
110	BlinkAi	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Writeback and Extract	CDK Drive
111	VeTrak	Service Management	Service Inspection	Deployed	Extract Only	CDK Drive
112	RentWorks	Vehicle Management	Vehicle Auto Rental	Deployed	Writeback and Extract	CDK Drive
113	NetRent	Vehicle Management	Vehicle Auto Rental	Deployed	Writeback and Extract	CDK Drive
114	Boost	Vehicle Management	Vehicle Merchandising	In Development	Extract Only	One-Eighty

	A	B	C	D	E	F
115	Photo URL Push	Vehicle Management	Photo Management	Deployed	Writeback and Extract	One-Eighty
116	E-PASS	Service Management	Service Appointments Online & RO Notification	Deployed	Writeback and Extract	CDK Drive
117	Broadly	Customer Management	Customer Reputation Management	Deployed	Extract Only	CDK Drive
118	Servisell	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
119	Bullseye Scorecard	Customer Management	Customer Retention Management	In Development	Extract Only	CDK Drive
120	Calendar System	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
121	Third Party Lead Matching	Deal Management	F&I Sales Reporting	Deployed	Extract Only	CDK Drive
122	Customer Relationship Manager Application	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
123	Inventory Management Solution	Vehicle Management	Inventory Management	Deployed	Writeback and Extract	CDK Drive
124	Car IQ	Vehicle Management	Vehicle RFID	In Development	Extract Only	CDK Drive
125	Car IQ	Business Management	Service Analytics	Deployed	Extract Only	CDK Drive
126	Car Pics 2.0	Digital Marketing	Marketing	Deployed	Extract Only	CDK Drive
127	Car Pics 2.0	Digital Marketing	Marketing	Deployed	Extract Only	One-Eighty
128	CarPics 2.0 - URL Push	Vehicle Management	Photo Management	In Development	Writeback and Extract	One-Eighty
129	Visual Sales Messenger	Digital Marketing	Messaging	Deployed	Website Integration	CDK Websites
130	Car People Marketing	Customer Management	CRM - Customer Marketing/Follow-up and Customer Retention Management	Deployed	Extract Only	CDK Drive
131	CarVR Tours	Digital Marketing	Video	Deployed	Website Integration	CDK Websites
132	Vehicle History Reporting	Vehicle Management	Vehicle History Reports	Deployed	Extract Only	CDK Drive
133	CARFAX Vehicle History Services	Vehicle Management	Vehicle History Reporting	Deployed	Extract Only	CDK Drive
134	CarGurus Dealer Rating Badges	Digital Marketing	Vehicle Value	Deployed	Website Integration	CDK Websites
135	Glovebox	Customer Management	CRM CONSUMER MARKETING	Deployed	Extract Only	CDK Drive
136	MessageNow	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
137	CarNow Attribution Reporting	Deal Management	F&I Sales Reporting	In Development	Extract Only	CDK Drive
138	CarNow	Vehicle Inventory	Web Sites	In Development	Extract Only	One-Eighty
139	CarOffer	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
140	CarOffer	Deal Management	Equity Management	In Development	Extract Only	CDK Drive
141	CarOffer	Vehicle Management	Inventory Management	In Development	Extract Only	CDK Drive
142	CarOffer	Digital Marketing	Marketing	In Development	Extract Only	CDK Drive
143	Trade-in Valet	Digital Marketing	Vehicle Value	Deployed	Website Integration	CDK Websites
144	Cars.com	Digital Marketing	Vehicle Inventory Websites	Deployed	Extract Only	CDK Drive
145	Prizm Analytics	Business Management	F&I Sales Reporting	In Development	Extract Only	CDK Drive
146	CarSaver	Customer Management	CRM - Internet Customer Leads	Deployed	Extract Only	CDK Drive
147	Cartender Video	Digital Marketing	Video	In Development	Website Integration	CDK Websites
148	Cash Discovery Program	Parts Management	Parts Inventory	Deployed	Extract Only	CDK Drive
149	Photo URL Push	Vehicle Management	Photo Management	Deployed	Writeback and Extract	One-Eighty
150	DataDriver	Vehicle Management	Vehicle Auction	In Development	Extract Only	One-Eighty
151	DataDriver	Vehicle Management	Marketing	In Development	Extract Only	One-Eighty
152	Callbox	Customer Management	CRM - Telephony	Deployed	Extract Only	CDK Drive
153	Certipay	Business Management	Payroll	In Development	Writeback and Extract	CDK Drive
154	Chatterspot Automotive	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
155	eBait	Vehicle Management	Dealer Websites	Deployed	Extract Only	CDK Drive
156	Key2Key	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
157	Key2Key	Vehicle Management	Marketing	Deployed	Extract Only	CDK Drive
158	Key2Key	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	One-Eighty
159	Key2Key	Vehicle Management	Marketing	Deployed	Extract Only	One-Eighty
160	CitNOW	Service Management	Service RO Notification	Deployed	Extract Only	CDK Drive
161	ClickDocs - Vehicle Registration	Service Management	Vehicle Registration	In Development	Extract Only	One-Eighty
162	CentCom	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
163	CloudOne Call Center Services	Customer Management	CRM - Telephony	Deployed	Extract Only	CDK Drive
164	EZ-Etitle	Vehicle Management	Vehicle Registration	Deployed	Extract Only	CDK Drive
165	Digital Conquest Marketing	Customer Management	CRM - Customer Marketing and Follow-up/Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
166	Launchpad	Digital Marketing	Vehicle Inventory Websites	In Development	Extract Only	CDK Drive
167	Self-Managed Chat + Text	Digital Marketing	Messaging	Deployed	Website Integration	CDK Websites
168	Managed Chat + Text	Digital Marketing	Messaging	Deployed	Website Integration	CDK Websites
169	Automotive Sales Assistant	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
170	Automotive Service Assistant	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
171	VINConnect Marketing - Sales	Customer Management	Customer Followup - Sales	Deployed	Extract Only	CDK Drive



	A	B	C	D	E	F
172	VINConnect Marketing - Service	Customer Management	Customer Followup -Service	Deployed	Extract Only	CDK Drive
173	Xtime Schedule/Engage	Service Management	Service Scheduling/Check-IN	Deployed	Writeback and Extract	CDK Drive
174	Dealer.com	Digital Marketing	Dealer Websites	Deployed	Extract Only	CDK Drive
175	DealerTrack CRM	Customer Management	CRM - Front Office	Deployed	Writeback and Extract	CDK Drive
176	Registration and Titling Solutions (RTS) Extract Only	Vehicle Management	Vehicle Registration	Deployed	Extract Only	CDK Drive
177	DealerTrack Desking	Deal Management	Desking	Deployed	Writeback and Extract	CDK Drive
178	Registration and Titling Solutions (RTS) Writeback	Vehicle Management	Vehicle Registration	Deployed	Writeback and Extract	CDK Drive
179	DealerTrack Menu	Deal Management	F&I Menu	Deployed	Writeback and Extract	CDK Drive
180	F&I Express	Deal Management	F&I Menu	Deployed	Extract Only	CDK Drive
181	Xtime Inspect	Service Management	Service Inspection	In Development	Writeback and Extract	CDK Drive
182	F&I Express	Deal Management	Aftermarket Insurance Sales	Deployed	Extract Only	CDK Drive
183	Homenet	Vehicle Management	Vehicle Merchandising	Deployed	Writeback and Extract	CDK Drive
184	F&I Express	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
185	KBB Price Advisor	Vehicle Management	Vehicle Valuation	Deployed	Extract Only	CDK Drive
186	vAuto	Vehicle Management	Vehicle Merchandising/Analytics	Deployed	Writeback and Extract	CDK Drive
187	VINConnect CRM	Customer Management	CRM - Front Office	Deployed	Writeback and Extract	CDK Drive
188	VINConnect Inventory	Vehicle Management	Vehicle Merchandising	In Development	Writeback and Extract	CDK Drive
189	VINConnect Marketing	Customer Management	Customer Followup	Deployed	Extract Only	CDK Drive
190	F&I Compliance	Deal Management	F&I Sales Reporting	In Development	Extract Only	
191	Xtime Inspect	Service Management	Service Inspection	Deployed	Writeback and Extract	CDK Drive
192	VINPoint	Vehicle Management	Vehicle Check-In	In Development	Writeback and Extract	CDK Drive
193	Deal Sync	Deal Management	Desking	Deployed	Writeback and Extract	CDK Drive
194	Deal Sync	Deal Management	Aftermarket Insurance Sales	Deployed	Writeback and Extract	CDK Drive
195	CRM Suite	Customer Management	Customer Relationship Management	Deployed	Writeback and Extract	CDK Drive
196	Crowe Advisory for Taxes	Business Management	Accounting Audit	Deployed	Extract Only	CDK Drive
197	Crowe Annual Audit	Business Management	Accounting Audit	Deployed	Extract Only	CDK Drive
198	Crowe Navigator	Business Management	Analysis Reporting	Deployed	Extract Only	CDK Drive
199	CVR	Vehicle Management	Vehicle Registration	Deployed	Writeback and Extract	CDK Drive
200	SMART Search	Service Management	Service Inspection	In Development	Extract Only	CDK Drive
201	D2C Media Lead Push	Customer Management	CRM - Internet Customer Leads	Deployed	Writeback and Extract	One-Eighty
202	D2C Media CRM (Service)	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
203	D2C Media CRM (Sales)	Customer Management	Customer Relationship Management	In Development	Extract Only	One-Eighty
204	D2C Media Inventory	Digital Marketing	Web Sites	In Development	Extract Only	One-Eighty
205	Uptime Pro	Service Management	Service Analytics	Deployed	Writeback and Extract	CDK Drive
206	Data Clover	Business Management	Dealership Performance Reporting and CRM Consumer Marketing	Deployed	Extract Only	CDK Drive
207	Dealer Car Search- Web Sites	Vehicle Management	Web Sites	Deployed	Extract Only	CDK Drive
208	Relationship Management System	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
209	eCreditApp	Digital Marketing		Active	Website Integration	
210	CAROI	Customer Management	CRM - Consumer Marketing	Deployed	Extract Only	CDK Drive
211	SARA	Digital Marketing	Digital Retailing	Active	Website Integration	
212	eAutoAppraise	Digital Marketing	Vehicle Value	Active	Website Integration	
213	Online Shopper	Digital Marketing	Digital Retailing	Active	Website Integration	CDK Websites
214	Dealer Inspire- Metal	Vehicle Management	Vehicle Inventory Management	Deployed	Extract Only	CDK Drive
215	Dealer Inspire- Metal	Vehicle Management	Vehicle Inventory Management	Deployed	Extract Only	One-Eighty
216	Dealer Inspire - True ROI	Business Management	Dealership Performance Reporting	Deployed	Extract Only	One-Eighty
217	Dealer Inspire - True ROI	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
218	Conversations	Digital Marketing	Messaging	Active	Website Integration	CDK Websites
219	DealerIntelligence	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
220	Dealer Lockdown Live	Business Management	Business Intelligence & Analytics	In Development	Extract Only	CDK Drive
221	Dealer Lockdown Live	Business Management	Dealership Performance Reporting	In Development	Extract Only	CDK Drive
222	Maintenance Plus	Service Management	Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
223	Maintenance Plus	Deal Management	Aftermarket Insurance Sales	Deployed	Extract Only	CDK Drive
224	Dealer Parts Connection	Parts Management	Parts Locate	Deployed	Extract Only	CDK Drive
225	DealerRater	Service Management	Service RO Notification	Deployed	Extract Only	CDK Drive
226	Salesperson Connect	Digital Marketing	Messaging	In Development	Website Integration	CDK Websites
227	Dealer Resources	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	One-Eighty
228	Dealer Rewards	Customer Management	CRM - Customer Loyalty and Rewards	Deployed	Extract Only	CDK Drive

	A	B	C	D	E	F
229	Dealer Teamwork	Digital Marketing	Marketing	Deployed	Website Integration	CDK Websites
230	Real-Time Inventory	Service Management	Tire eCommerce	Deployed	Extract Only	CDK Drive
231	Dealer Tire Parts Inventory	Parts Management	Parts eCommerce	Deployed	Extract Only	CDK Drive
232	Dealer Wizard	Customer Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
233	PROCARMA PLUS	Deal Management	Aftermarket Insurance Sales	In Development	Extract Only	CDK Drive
234	F&I Reporting	Deal Management	F&I - Performance Reporting	Deployed	Extract Only	CDK Drive
235	Wi-Advisor	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
236	Advisor Dashboard	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
237	CRM	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
238	Echelon Op Code Add-on	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
239	Dealer121	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
240	CompTrackr	Deal Management	F&I Performance Reporting	Deployed	Extract Only	CDK Drive
241	DealerA, &C's Greatest Assets	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
242	Deskit V2	Vehicle Management	Vehicle Merchandising	Deployed	Writeback and Extract	CDK Drive
243	Deskit	Deal Management	Desking	Deployed	Writeback and Extract	CDK Drive
244	RevCue	Vehicle Management	Inventory Management	Deployed	Extract Only	CDK Drive
245	RevCue	Digital Marketing	Dealer Websites	Deployed	Extract Only	CDK Drive
246	DealerDNA Synergie Marketing Platform	Digital Marketing	F&I - Menu	Active	Website Integration	CDK Websites
247	DealerInspire	Business Management	CRM - Internet Customer Leads	In Development	Extract Only	CDK Drive
248	Dealer LOGIX	Service Management	Wireless Service Advisor	Deployed	Writeback and Extract	CDK Drive
249	Dealer LOGIX	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
250	Dealer LOGIX	Customer Management	Customer Marketing Follow-up	Deployed	Writeback and Extract	CDK Drive
251	DealerMine	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
252	DealerOn CMS	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
253	Accounting Reporting	Business Management	Dealership Performance Reporting	In Development	Extract Only	CDK Drive
254	Parts, Service, and Accounting Reporting	Business Management	Dealership Performance Reporting	In Development	Extract Only	CDK Drive
255	DealerOps	Business Management	Business Intelligence & Analytics	Deployed	Extract Only	CDK Drive
256	FuelTracker	Business Management	Fuel Management	Deployed	Extract Only	CDK Drive
257	Web Solutions	Parts Management	Dealer Websites	Deployed	Extract Only	CDK Drive
258	DealerPeak CRM Center	Customer Management	Customer Relationship Management	Deployed	Writeback and Extract	CDK Drive
259	DealerSense CRM Platform	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
260	DealershipForLife	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
261	DealersLink	Vehicle Management	Web Sites	Deployed	Extract Only	CDK Drive
262	CRM Sales Basic	Customer Management	Customer Relationship Management	Active	Writeback and Extract	CDK Drive
263	CRM Sales & Marketing Standard	Customer Management	Customer Relationship Management	Active	Writeback and Extract	CDK Drive
264	CRM Sales & Marketing Advanced	Customer Management	Customer Relationship Management	Active	Writeback and Extract	CDK Drive
265	DealerSocket - Customer Follow-up	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Writeback and Extract	CDK Drive
266	DealerSocket - Deal Create	Deal Management	webDesking and webCredit	Deployed	Writeback and Extract	CDK Drive
267	DealerSocket - Service Scheduling	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
268	Inventory+/AAX	Vehicle Management	Vehicle Merchandising/Analytics	Deployed	Writeback and Extract	CDK Drive
269	DealerSync	Digital Marketing	Dealer Websites	Deployed	Extract Only	CDK Drive
270	DealerSync	Digital Marketing	Vehicle Inventory Websites	Deployed	Extract Only	CDK Drive
271	F&I Compliance	Deal Management	F&I Sales Reporting	Deployed	Extract Only	CDK Drive
272	DealerTrend	Digital Marketing	Web Sites	In Development	Extract Only	One-Eighty
273	Video Marketing Platform	Digital Marketing	Video	Deployed	Website Integration	CDK Websites
274	Dealerwing	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
275	Premier EVR	Vehicle Management	Vehicle Registration	Deployed	Extract Only	CDK Drive
276	DemandHub: Full Suite- Sales and Service	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
277	DemandHub: Sales ONE-EIGHTY	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	One-Eighty
278	DemandHub: Full Suite- Sales and Service	Customer Management	Customer Reputation Management	Deployed	Extract Only	CDK Drive
279	DemandHub: Sales ONE-EIGHTY	Customer Management	Customer Reputation Management	In Development	Extract Only	One-Eighty
280	Social Logix	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
281	Digital Air Strike Response Path	Digital Marketing	Messaging	Deployed	Website Integration	CDK Websites
282	Integrated Response Logix Quoting Form	Digital Marketing	Messaging	In Development	Website Integration	CDK Websites
283	Accelafi	Deal Management	F&I	In Development	Extract Only	CDK Drive
284	Sales Leaderboard	Business Management	Business Intelligence & Analytics	In Development	Extract Only	One-Eighty
285	Inventory Add-On	Business Management	Business Intelligence & Analytics	In Development	Extract Only	One-Eighty

	A	B	C	D	E	F
286	Inventory Add-On	Business Management	Business Intelligence & Analytics	In Development	Extract Only	CDK Drive
287	Service Appointment Boards	Business Management	Business Intelligence & Analytics	Deployed	Extract Only	CDK Drive
288	Sales Leaderboard	Business Management	Business Intelligence & Analytics	Deployed	Extract Only	CDK Drive
289	SpotMix	Customer Management	Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
290	Reputation Marketing Platform	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
291	Direct Results Marketing	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
292	Active Shopper	Business Management	Dealer Dashboard and CRM Consumer Marketing	Deployed	Extract Only	CDK Drive
293	Status Plus	Service Management	RO Status Notification	Deployed	Extract Only	CDK Drive
294	Status Plus	Customer Management	Customer Reputation Management	Deployed	Extract Only	CDK Drive
295	DLrdmv - Writeback	Vehicle Management	Vehicle Registration	In Development	Writeback and Extract	CDK Drive
296	DLRdmv - DSDA Insert	Vehicle Management	Vehicle Registration	In Development	Writeback and Extract	CDK Drive
297	DLRdmv - Extract Only	Vehicle Management	Vehicle Registration	Deployed	Extract Only	CDK Drive
298	DocuPro	Service Management	Document Scanning	Deployed	Writeback and Extract	CDK Drive
299	Deal Activator	Deal Management	Equity Mining	Deployed	Extract Only	CDK Drive
300	Prime Response	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
301	Dealer Specialties	Vehicle Management	Vehicle Merchandising	Deployed	Writeback and Extract	CDK Drive
302	Digital Marketing	Customer Management	Marketing Services	Deployed	Extract Only	CDK Drive
303	Web Control	Customer Management	Internet Lead Management	Deployed	Writeback and Extract	CDK Drive
304	Autobase	Customer Management	Customer Relationship Management	Deployed	Writeback and Extract	CDK Drive
305	Dominion Vision CRM with Desking	Customer Management	Customer Relationship Management	Deployed	Writeback and Extract	CDK Drive
306	Dominion Vision CRM with Desking	Deal Management	Desking	Deployed	Writeback and Extract	CDK Drive
307	MinePoint	Business Management	Dealership Performance Reporting	In Development	Extract Only	CDK Drive
308	MinePoint	Business Management	Dealer Dashboard	In Development	Extract Only	CDK Drive
309	ServicePoint	Service Management	Service Appointment Scheduling/Check-In	In Development	Extract Only	CDK Drive
310	ServicePoint	Business Management	Dealership Performance Reporting	In Development	Extract Only	CDK Drive
311	ServicePoint	Business Management	Dealer Dashboard	In Development	Extract Only	CDK Drive
312	Drive eCommerce	Digital Marketing	Digital Retailing	Active	Website Integration	CDK Websites
313	DriveCentric	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
314	Driven Data Dashboard	Business Management	Dealer Dashboard	Deployed	Extract Only	CDK Drive
315	Field Vision Analytics	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
316	Direct Response Products	Customer Management	Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
317	TurboParts	Parts Management	Parts B2B eCommerce	Deployed	Writeback and Extract	CDK Drive
318	WebAQ	Service Management	Service Menu Online	Deployed	Extract Only	CDK Drive
319	e-Dealer Websites	Vehicle Inventory	Web Sites	In Development	Extract Only	One-Eighty
320	e-Dealer Websites	Vehicle Inventory	Web Sites	In Development	Extract Only	CDK Drive
321	Lead Submission	Customer Management	CRM - Internet Customer Leads	In Development	Extract Only	One-Eighty
322	EasyCare	Deal Management	Aftermarket Insurance Sales and Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
323	EasyDeal	Deal Management	Desking	Deployed	Extract Only	CDK Drive
324	Online Trade-in Appraisal	Digital Marketing	Vehicle Value	Deployed	Website Integration	CDK Websites
325	McLeod Software	Vehicle Inventory	Vehicle Inventory Management	In Development	Extract Only	CDK Drive
326	Data Digital Marketing	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
327	Edmunds Dealer Subscription	Digital Marketing	Dealer Websites	Deployed	Extract Only	CDK Drive
328	Edmunds	Digital Marketing	Marketing	Deployed	Website Integration	CDK Websites
329	Showroom					
330	ARMS	Vehicle Management	Vehicle Auto Rental	Deployed	Writeback and Extract	CDK Drive
331	Digital Conquest Marketing	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
332	Aspen Automotive Marketing Program	Business Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
333	EqualWeb Full Accessibility Module	Digital Marketing	Marketing Services	Deployed	Website Integration	CDK Websites
334	Equifax Analytics/Analysis Engagement	Business Management	Business Intelligence & Analytics	Deployed	Extract Only	CDK Drive
335	Ethos Accounting Reporting	Deal Management	Accounting Audit	In Development	Extract Only	CDK Drive
336	Ethos Portal with Writeback	Service Management	Aftermarket Service Warranty Administration	Deployed	Writeback and Extract	CDK Drive
337	Ethos Portal	Deal Management	F&I Menu	Deployed	Writeback and Extract	CDK Drive
338	AMI - Automotive Marketing Intelligence	Business Management	Business Intelligence & Analytics	In Development	Extract Only	CDK Drive
339	AMI - Automotive Marketing Intelligence	Business Management	Dealer Dashboard	In Development	Extract Only	CDK Drive
340	Rollout	Service Management	Service RO Status	Deployed	Extract Only	CDK Drive
341	EXPRESS OMV	Service Management	Vehicle Registration	Deployed	Writeback and Extract	CDK Drive
342	ExpressLink	Deal Management	Aftermarket Insurance Sales	Deployed	Extract Only	CDK Drive

	A	B	C	D	E	F
343	Elite EXTRA	Parts Management	Parts Delivery Logistics	Deployed	Extract Only	CDK Drive
344	Lead Submission	Customer Management	CRM - Internet Customer Leads	Deployed	Writeback and Extract	One-Eighty
345	EZ Results	Vehicle Management	Dealer Websites	Deployed	Extract Only	CDK Drive
346	F&I Admin	Deal Management	F&I - Menu	Deployed	Extract Only	CDK Drive
347	First Choice Hiring	Digital Marketing		Active	Website Integration	CDK Websites
348	OnBase	Deal Management	Aftermarket Insurance Sales	In Development	Extract Only	CDK Drive
349	Margin Plus	Business Management	Service Analytics	Deployed	Extract Only	CDK Drive
350	UpdatePromise Orchestra	Customer Management	Customer Relationship Management	Deployed	Writeback and Extract	CDK Drive
351	UpdatePromise Orchestra	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
352	UpdatePromise	Customer Management	Customer Relations Management	Deployed	Extract Only	CDK Drive
353	FlexDealer	Digital Marketing	Web Sites	In Development	Extract Only	CDK Drive
354	Smart Flicks - Inventory Videos	Digital Marketing	Video	Deployed	Website Integration	CDK Websites
355	Helix	Customer Management	CRM-Consumer Marketing	Deployed	Extract Only	CDK Drive
356	Forensic Data Mail Campaign	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
357	Friendemic Reputation Engagement Suite	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
358	Frogdata	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
359	FunnelAI Customer Life Cycle Management	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
360	CallTouch	Customer Management	Customer Relations Management	Deployed	Extract Only	CDK Drive
361	Virtual Service Advisor	Service Management	Service Appointment Scheduling/Check-In	Deployed	Writeback and Extract	CDK Drive
362	Matrix/Pulse Total Fluid Management System	Service Management	Service Fluid Management	Deployed	Writeback and Extract	CDK Drive
363	AutoWall	Service Management	Service Appointment Scheduling/Check-In	Deployed	Writeback and Extract	CDK Drive
364	AutoWall	Service Management	Service Appointment Service Inspection	Deployed	Writeback and Extract	CDK Drive
365	Service Pay Online	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
366	ReconTRAC	Vehicle Management	Vehicle Reconditioning	Deployed	Extract Only	CDK Drive
367	Greenlight Automotive	Service Management	Service Appointments Online	In Development	Writeback and Extract	CDK Drive
368	P&S Marketing and VIP Program	Customer Management	Customer Follow-up and Marketing	Deployed	Extract Only	CDK Drive
369	P&S Marketing and VIP Program	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
370	P&S Marketing and VIP Program	Customer Management	Customer Reputation Management	Deployed	Extract Only	CDK Drive
371	VSS - Vehicle Service Survey	Customer Management		In Development	Extract Only	CDK Drive
372	OCP - Owner Communications Program	Customer Management		In Development	Extract Only	CDK Drive
373	Direct Marketing Solution	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
374	Lean Lift	Parts Management	Parts Storage	Deployed	Writeback and Extract	CDK Drive
375	Rotomat	Parts Management	Parts Storage	Deployed	Writeback and Extract	CDK Drive
376	Hireology Payroll	Business Management	Payroll	Deployed	Writeback and Extract	CDK Drive
377	Hireology GL Analytics	Business Management	Payroll	In Development	Extract Only	CDK Drive
378	RevGen	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
379	RevGen	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
380	Iacoca Blue Lead Submission	Customer Management	Lead Submission Management	Deployed	Writeback and Extract	One-Eighty
381	Connected Car Technology & Stolen Vehicle Recovery System	Vehicle Management	Vehicle RFID	In Development	Extract Only	CDK Drive
382	Parts Invoice Add-On	Service Management	Body Shop Management	In Development	Extract Only	CDK Drive
383	ImEx	Service Management	Body Shop Management	Deployed	Writeback and Extract	CDK Drive
384	Impact Results	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
385	Imperial Supplies	Parts Management	Parts Inventory Management	Deployed	Writeback and Extract	CDK Drive
386	Superservice	Service Management	Service Menu - Instore	Deployed	Writeback and Extract	CDK Drive
387	InMarketSolution	Customer Management	Customer Marketing/Followup	Deployed	Extract Only	CDK Drive
388	SmartEye	Deal Management	F&I - Menu	Deployed	Writeback and Extract	CDK Drive
389	SmartMenu	Deal Management	F&I - Menu	Deployed	Writeback and Extract	CDK Drive
390	SmartTrac	Deal Management	F&I - Menu	Deployed	Writeback and Extract	CDK Drive
391	Intellipayment/First Equity Payment	Deal Management	Aftermarket Payment Plans	Deployed	Extract Only	CDK Drive
392	Interactive Garage	Business Management	Parts & Service	Active	Website Integration	CDK Websites
393	Interactive Tel	Customer Management	Customer Relationship Management	Deployed	Writeback and Extract	CDK Drive
394	Dynamic Number Insertion	Digital Marketing	Tagging/Scripting	Deployed	Website Integration	CDK Websites
395	ion8	Customer Management	Lead Submission Management	In Development	Writeback and Extract	One-Eighty
396	LeadsTunnel	Customer Management	CRM - Internet Customer Leads	Deployed	Extract Only	One-Eighty
397	iService	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
398	iService	Service Management	Service RO Notification	In Development	Extract Only	CDK Drive
399	iService	Service Management	Service RO Status	In Development	Extract Only	CDK Drive

	A	B	C	D	E	F
400	ITAP Menu	Deal Management	F&I - Menu	Deployed	Writeback and Extract	CDK Drive
401	Quick2Credit	Digital Marketing	F&I Menu	Deployed	Website Integration	CDK Websites
402	Customer Marketing	Customer Management	CRM - Consumer Marketing	Deployed	Extract Only	CDK Drive
403	Data Driven Marketing	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
404	Value My Car	Digital Marketing	Vehicle Value	Active	Website Integration	CDK Websites
405	PIN Power Dealer	Business Management	Business Intelligence & Analytics	In Development	Extract Only	CDK Drive
406	PIN Power Dealer	Business Management	Dealership Performance Reporting	In Development	Extract Only	CDK Drive
407	PIN Power Dealer	Business Management	Business Intelligence & Analytics	In Development	Extract Only	One-Eighty
408	PIN Power Dealer	Business Management	Dealership Performance Reporting	In Development	Extract Only	One-Eighty
409	JAC Inventory	Digital Marketing	Dealer Websites	In Development	Extract Only	One-Eighty
410	VIPDrv Test Drive	Digital Marketing	Marketing	Active	Website Integration	CDK Websites
411	Jupiter Pro Desking	Deal Management	Desking	In Development	Writeback and Extract	CDK Drive
412	Jupiter Pro Service	Service Management	Service Appointment Scheduling/Check-In	In Development	Writeback and Extract	CDK Drive
413	myKaarma Communication Notifications à€” Denied Work Add-On	Service Management	Service RO Status	In Development	Extract Only	CDK Drive
414	myKaarma Communication Notifications	Service Management	Service RO Status	Deployed	Writeback and Extract	CDK Drive
415	myKaarma Payment Notification	Service Management	Service RO Status	Deployed	Writeback and Extract	CDK Drive
416	myKaarma Parts Notifications	Parts Management	Parts Order Tracking	Deployed	Extract Only	CDK Drive
417	myKaarma Scheduler	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
418	WorksTiming	Service Management	Service Analytics	In Development	Writeback and Extract	CDK Drive
419	WorksTiming	Service Management	Service Appointments Online	In Development	Writeback and Extract	CDK Drive
420	WorksTiming	Customer Management	Customer Marketing and Follow-up	In Development	Writeback and Extract	CDK Drive
421	ShopLoader	Service Management	Service Appointments Online	In Development	Writeback and Extract	CDK Drive
422	ShopLoader	Service Management	Service Analytics	In Development	Writeback and Extract	CDK Drive
423	ShopLoader	Customer Management	Customer Marketing Follow-up	In Development	Writeback and Extract	CDK Drive
424	Power Pick Global	Parts Management	Parts Management	Deployed	Writeback and Extract	CDK Drive
425	KEA Advisors Analytics	Business Management	Business Intelligence & Analytics	Deployed	Extract Only	CDK Drive
426	KEA Advisors Analytics	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
427	EMPI	Service Management	Service Inspection	In Development	Extract Only	CDK Drive
428	K/D Enhanced CM	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
429	Dynatron	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
430	ROAMS	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
431	Deal Scan	Deal Management	Desking	In Development	Writeback and Extract	CDK Drive
432	Kelley Blue Book - Trusted Advisor Program	Digital Marketing	Vehicle Value	Deployed	Website Integration	CDK Websites
433	Kennedy Customer Marketing	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
434	KEYper Systems	Vehicle Management	Key Management	Deployed	Extract Only	CDK Drive
435	KeyTrak	Vehicle Management	Key Management	Deployed	Extract Only	CDK Drive
436	Sensible Driver - Service Add-On	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
437	Sensible Driver - Base Package	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
438	Kimoby	Service Management	USA and Canada	Deployed	Extract Only	CDK Drive
439	Drive-Sure	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
440	Reputation Management	Customer Management	Customer Reputation Management	In Development	Extract Only	CDK Drive
441	TotalCareAuto	Deal Management	Aftermarket Insurance Sales	Deployed	Writeback and Extract	CDK Drive
442	TotalCareAuto	Service Management	Aftermarket Service Warranty Administration	Deployed	Writeback and Extract	CDK Drive
443	Leaderbox	Vehicle Inventory	Dealer Websites	Deployed	Extract Only	CDK Drive
444	Leaderbox	Vehicle Inventory	Dealer Websites	In Development	Extract Only	One-Eighty
445	INV360	Vehicle Inventory	Marketing	Deployed	Extract Only	CDK Drive
446	LeadMaster CRM	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
447	Facebook Lead Ads Sync	Customer Management	CRM - Internet Customer Leads	Deployed	Extract Only	One-Eighty
448	TextMaxx Pro	Digital Marketing	Messaging	Active	Website Integration	CDK Websites
449	Lemon Proof	Deal Management	Aftermarket Insurance Sales	Deployed	Extract Only	CDK Drive
450	ETKA	Parts Management	Parts EPC - OEM	Deployed	Writeback and Extract	CDK Drive
451	LFC 6000/AFCS Enterprise	Service Management	Service Fluid Management	Deployed	Writeback and Extract	CDK Drive
452	Lead Management	Customer Management	CRM - Internet Customer Leads	In Development	Extract Only	CDK Drive
453	Live Marketing	Customer Management	CRM-Customer Marketing	Deployed	Extract Only	CDK Drive
454	WG LiveChat	Digital Marketing	Messaging	Deployed	Website Integration	CDK Websites
455	LESA Full-Motion Video	Digital Marketing	Video	Deployed	Website Integration	CDK Websites
456	Advantage txt	Service Management	RO Status Notification	Deployed	Extract Only	CDK Drive

	A	B	C	D	E	F
457	Form Works	Digital Marketing	Marketing	Deployed	Website Integration	CDK Websites
458	LoJack Customer Follow-up	Customer Management	Customer Followup	Deployed	Extract Only	CDK Drive
459	LPM â€” Lease Portfolio Management: One-Eighty Integration	Business Management	F&I	In Development	Extract Only	One-Eighty
460	LPM â€” Lease Portfolio Management: One-Eighty Integration	Service Management	Vehicle Auto Rental	In Development	Extract Only	One-Eighty
461	LPM â€” Lease Portfolio Management	Business Management	F&I	In Development	Writeback and Extract	CDK Drive
462	LPM â€” Lease Portfolio Management	Service Management	Vehicle Auto Rental	In Development	Writeback and Extract	CDK Drive
463	LPR Consulting	Customer Management	CRM - Internet Customer Leads	Deployed	Extract Only	CDK Drive
464	MacroFile	Service Management	Document Scanning	Deployed	Extract Only	CDK Drive
465	Mainstreet Glas-Avenue	Business Management	Body Shop Management	In Development	Writeback and Extract	CDK Drive
466	Direct Insight - DirectScheduler	Customer Management	Customer Relationship Management	In Development	Extract Only	One-Eighty
467	Direct Insight - DirectScan	Vehicle Management	Vehicle RFID	In Development	Extract Only	One-Eighty
468	Direct Insight - DirectScan	Vehicle Management	Inventory Management	In Development	Extract Only	One-Eighty
469	Customer Connect	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
470	mDeskling	Deal Management	Deskling - CRM	Deployed	Writeback and Extract	CDK Drive
471	BoomCRM	Customer Management	Customer Relationship Management	In Development	Extract Only	One-Eighty
472	Mason Associates	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
473	Auto Inventory	Customer Management	CRM - Consumer Marketing	In Development	Extract Only	CDK Drive
474	Application Suite - Inventory Only	Vehicle Management	Vehicle Inventory Management	Deployed	Writeback and Extract	CDK Drive
475	Application Full Suite	Vehicle Management	Vehicle Inventory Management	Deployed	Writeback and Extract	CDK Drive
476	MAX Digital Application Suite	Vehicle Management	Vehicle Analytics	Deployed	Extract Only	CDK Drive
477	MaximTrak Dealership Dashboard Reporting	Business Management	Dealer Dashboard	Deployed	Extract Only	CDK Drive
478	MaximTrak Sales Reporting	Deal Management	F&I Aftermarket Prod Sales Reporting	Deployed	Extract Only	CDK Drive
479	MaximTrak F&I Menu	Deal Management	F&I Menu	Deployed	Extract Only	CDK Drive
480	MaximTrak F&I Product Sales Add-On	Business Management	Dealer Dashboard	Deployed	Extract Only	CDK Drive
481	MaximTrak F&I Menu Writeback	Deal Management	F&I - Menu	Deployed	Writeback and Extract	CDK Drive
482	Bloodhound	Vehicle Management	Vehicle RFID	Deployed	Extract Only	CDK Drive
483	Service Drive Concierge	Vehicle Management	Vehicle Inventory Management	Deployed	Extract Only	CDK Drive
484	XMS360	Digital Marketing	Web Sites	In Development	Extract Only	One-Eighty
485	Deskling360	Deal Management	Deskling	In Development	Writeback and Extract	CDK Drive
486	MenuMetric F&I Performance Reporting Add-On	Deal Management	F&I Performance Reporting	In Development	Extract Only	One-Eighty
487	MenuMetric F&I Presentation / Tracking Tool	Deal Management	F&I Menu	In Development	Extract Only	One-Eighty
488	MenuMetric F&I Presentation / Tracking Tool	Deal Management	F&I Menu	Deployed	Extract Only	CDK Drive
489	MenuMetric F&I Performance Reporting Add-On	Deal Management	F&I Performance Reporting	Deployed	Extract Only	CDK Drive
490	MenuMetric F&I Performance Reporting Tool	Deal Management	F&I - Performance Reporting	Deployed	Extract Only	CDK Drive
491	MenuMetric F&I Performance Reporting Tool	Deal Management	F&I - Performance Reporting	In Development	Extract Only	One-Eighty
492	Finance Menu	Deal Management	F&I Menu	Deployed	Extract Only	CDK Drive
493	MenuVantage Platinum	Deal Management	F&I Menu	Deployed	Writeback and Extract	
494	Paragon Parts Inventory Platform	Parts Management	Parts Inventory	In Development	Extract Only	CDK Drive
495	InText	Service Management	Customer Marketing Follow-up	Deployed	Extract Only	CDK Drive
496	ACERTUS	Vehicle Management	Vehicle Registration	In Development	Writeback and Extract	CDK Drive
497	SingleThread	Customer Management	Customer Marketing Follow-up	Deployed	Extract Only	CDK Drive
498	Buy Here - Pay Here	Deal Management	Buy Here - Pay Here	Deployed	Writeback and Extract	CDK Drive
499	MindSoft	Business Management	Dealership Performance Reporting	In Development	Extract Only	One-Eighty
500	RepairCenter	Service Management	Body Shop Management	Deployed	Writeback and Extract	CDK Drive
501	Auto Verify	Customer Management	Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
502	Lead Submission	Customer Management	CRM - Internet Customer Leads	Deployed	Writeback and Extract	One-Eighty
503	Auto Verify	Customer Management	Customer Marketing and Follow-up	Deployed	Extract Only	One-Eighty
504	ProSystems Reporting	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
505	Wireless Service Advisor	Service Management	Service Check-In	Deployed	Writeback and Extract	CDK Drive
506	MDS Notify	Service Management	RO Status Notification	Deployed	Extract Only	CDK Drive
507	ModOS	Service Management	Service Loaner	In Development	Extract Only	CDK Drive
508	ModOS	Vehicle Management	Vehicle Inventory Management	In Development	Extract Only	CDK Drive
509	Modula WMS	Parts Management	Parts Storage	Deployed	Extract Only	CDK Drive
510	Modula WMS	Parts Management	Parts Storage	In Development	Extract Only	CDK Drive
511	Momentum!: Service Scheduling	Customer Management	Customer Relationship Management	In Development	Writeback and Extract	CDK Drive
512	Momentum! CRM	Customer Management	Customer Relationship Management	Deployed	Writeback and Extract	CDK Drive
513	Momentum! CRM	Customer Management	Customer Relationship Management	In Development	Writeback and Extract	One-Eighty



	A	B	C	D	E	F
514	Momentum!: CRM Lead Submission	Customer Management	Customer Relationship Management	Deployed	Writeback and Extract	One-Eighty
515	Momentum!: CRM Inventory and Sales	Customer Management	Customer Relationship Management	Deployed	Extract Only	One-Eighty
516	Website Window Sticker	Digital Marketing	Marketing	Deployed	Website Integration	CDK Websites
517	MotoCommerce	Digital Marketing	Dealer Websites	Deployed	Extract Only	CDK Drive
518	MotoInsight Lead Submission	Deal Management	Lead Submission Management	In Development	Writeback and Extract	One-Eighty
519	MotoCommerce	Digital Marketing	Dealer Websites	In Development	Extract Only	One-Eighty
520	Vehicle Protection Center	Deal Management	Aftermarket Insurance Sales	Deployed	Extract Only	CDK Drive
521	SalesDriver	Service Management	Aftermarket Service Warranty Administration	In Development	Extract Only	CDK Drive
522	Mudd Advertising	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
523	MyStar Personal Assistant	Customer Management	CRM Customer Loyalty & Rewards	Deployed	Extract Only	CDK Drive
524	Reputation Management	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
525	Aptus	Customer Management	Marketing	Deployed	Extract Only	CDK Drive
526	Targeted Marketing	Customer Management	Marketing	Deployed	Extract Only	CDK Drive
527	CARS (Customer Acquisition and Retention Solutions)	Customer Management	CRM - Customer Loyalty and Rewards	Deployed	Extract Only	CDK Drive
528	Direct Marketing	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
529	VehicleTell	Digital Marketing	Vehicle Images	Active	Website Integration	CDK Websites
530	ProcessPro Desking	Deal Management	Desking	Deployed	Writeback and Extract	CDK Drive
531	ProcessPro CRM	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
532	Nexteppe Video	Digital Marketing	Video	Deployed	Website Integration	CDK Websites
533	Wholesale Parts Pro	Parts Management	Parts Analytics and Reporting	In Development	Extract Only	CDK Drive
534	NL Classifieds	Vehicle Management	Vehicle Marketing	In Development	Extract Only	One-Eighty
535	TradeRev	Vehicle Management	Vehicle Auction	Deployed	Extract Only	CDK Drive
536	GeoBlox Marketing	Customer Management	Customer Marketing/Followup	Deployed	Extract Only	CDK Drive
537	AP Assist	Business Management	Accounts Payable	Deployed	Writeback and Extract	CDK Drive
538	Octane Marketing	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
539	Inventory Listings	Parts Management	Parts B2B eCommerce and Parts B2C eCommerce	Deployed	Extract Only	CDK Drive
540	DMSConnect	Parts Management	Parts Locate	Deployed	Writeback and Extract	CDK Drive
541	LinkIQ	Parts Management	Parts Locate	Deployed	Extract Only	CDK Drive
542	Omega ADA	Digital Marketing	Accessibility	Deployed	Website Integration	CDK Websites
543	DLS Accelerator	Deal Management	CRM	Deployed	Writeback and Extract	CDK Drive
544	ODS Detailing	Service Management	Service RO Quick Write-up	In Development	Extract Only	CDK Drive
545	Open DI	Business Management	Dealer Dashboards & Business Intelligence & Analytics	Deployed	Extract Only	CDK Drive
546	Deal Operator	Customer Management	Customer Relations Management	Active	Writeback and Extract	CDK Drive
547	Deal Operator	Service Management	Service Appointments Online	Active	Writeback and Extract	CDK Drive
548	Deal Operator	Customer Management	CRM - Customer Marketing and Follow-up	Active	Writeback and Extract	CDK Drive
549	OPSTrax Software Suite Essentials	Parts Management	Parts Order Tracking	Deployed	Extract Only	CDK Drive
550	OPSTrax Software Suite Enhanced (Add-On)	Parts Management	Parts B2B eCommerce	Deployed	Writeback and Extract	CDK Drive
551	OPSTrax Software Full Suite	Parts Management	Parts B2B eCommerce	In Development	Writeback and Extract	CDK Drive
552	SalesDesk	Deal Management	Desking	In Development	Writeback and Extract	CDK Drive
553	CRM	Customer Management	Customer Retention Management	In Development	Writeback and Extract	CDK Drive
554	EDM	Customer Management	Customer Retention Management	In Development	Extract Only	CDK Drive
555	Finance Menu	Deal Management	F&I Menu	In Development	Extract Only	CDK Drive
556	SalesEDGE	Customer Management	Customer Marketing Follow-up	Deployed	Extract Only	CDK Drive
557	SalesEDGE	Deal Management	F&I - Menu	Deployed	Extract Only	CDK Drive
558	Mitaa Offline Remarketing	Digital Marketing	Tagging/Scripting	Active	Website Integration	CDK Websites
559	Outsell æ“ Service Appointment Add-On	Customer Management	CRM-Customer Marketing	Deployed	Extract Only	CDK Drive
560	Outsell æ“ Customer Contact Preference Add-On	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
561	Outsell - Customer Engagement Platform	Customer Management	CRM-Customer Marketing	Deployed	Extract Only	CDK Drive
562	Outsell - Denied Work Add-On	Customer Management	CRM-Customer Marketing	Deployed	Extract Only	CDK Drive
563	OPSTrax Software Suite	Parts Management	Parts Order Tracking	Deployed	Extract Only	CDK Drive
564	OVERFLI	Parts Management	Parts Physical Inventory	In Development	Writeback and Extract	CDK Drive
565	Auto Pro Platform	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
566	Kofax Total Agility	Service Management	Service Warranty Compliance	In Development	Extract Only	CDK Drive
567	ParallelProof	Customer Management	Customer Relationship Management	In Development	Extract Only	One-Eighty
568	PartsVoice Locator	Parts Management	Parts Inventory	Deployed	Extract Only	CDK Drive
569	InTouch GPS	Vehicle Management	Vehicle RFID	Deployed	Extract Only	CDK Drive
570	Payment Plan Services	Business Management	Merchant Services	In Development	Extract Only	CDK Drive

	A	B	C	D	E	F
571	Payroll Office of America	Business Management	Payroll	Deployed	Writeback and Extract	CDK Drive
572	PCRS DI- Sales (Menu + Reporting)	Service Management	Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
573	PCRS DI - Closed Sales with We Owe (Reporting/Lot Program)	Service Management	Aftermarket Service Warranty Administration	In Development	Extract Only	CDK Drive
574	PCRS DI - Repair Order (Claims Automation)	Service Management	Aftermarket Service Warranty Administration	In Development	Extract Only	CDK Drive
575	Pearl 360	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
576	Pearl 360	Deal Management	Equity Management	In Development	Extract Only	CDK Drive
577	Pearl 360	Vehicle Inventory	Vehicle Inventory Management	In Development	Extract Only	CDK Drive
578	Certified Maintenance	Service Management	Aftermarket Service Warranty Administration	In Development	Extract Only	CDK Drive
579	LoyaltyTrac	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
580	UltraCare	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
581	BeBack	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
582	Perq Web Engagement	Digital Marketing	Marketing	Deployed	Website Integration	CDK Websites
583	Petrasync	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
584	Drivortory	Vehicle Management	Vehicle Inventory Management	In Development	Extract Only	CDK Drive
585	Axel Desk	Deal Management	Desking	In Development	Extract Only	CDK Drive
586	PMJ Docs	Business Management	Document Scanning and Storage	Deployed	Writeback and Extract	CDK Drive
587	Podium	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
588	Premier Vehicle Service Contracts	Service Management	Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
589	PremierConnect 360	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
590	BDC Central	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
591	Procon Analytics	Vehicle Management	Vehicle RFID	In Development	Extract Only	CDK Drive
592	ProExcel Media Scripts	Digital Marketing	Tagging/Scripting	Active	Website Integration	CDK Websites
593	Profit Miner	Business Management	Dealer Dashboard	Deployed	Extract Only	CDK Drive
594	Profit Miner	Customer Management	CRM - Consumer Marketing	Deployed	Extract Only	CDK Drive
595	ReadyPay Online	Business Management	Payroll	Deployed	Writeback and Extract	CDK Drive
596	ProMax Unlimited Desking	Business Management	Desking	Deployed	Writeback and Extract	CDK Drive
597	ProMax Unlimited CRM	Customer Management	Customer Relationship Management	Deployed	Writeback and Extract	CDK Drive
598	Prospect Vision Core with Service Drive	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
599	Prospect Vision Core	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
600	Protective Claim Payment Automation	Service Management	Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
601	F&I Cafe's Rating and eContracting	Vehicle Management	Aftermarket Insurance/Warranty Sales	Deployed	Extract Only	CDK Drive
602	Pulsar Lead Engagement Automation	Customer Management	CRM - Internet Customer Leads	In Development	Extract Only	CDK Drive
603	Smart Advertising	Customer Management	CRM - Customer Marketing and Follow-up/Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
604	Value Intelligence	Vehicle Management	Vehicle Reconditioning	Deployed	Extract Only	CDK Drive
605	Smart Advertising and Value Intelligence	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
606	PureCars Trade-in Report	Digital Marketing	Vehicle Value	In Development	Website Integration	CDK Websites
607	MyOffer	Digital Marketing	Marketing	Deployed	Website Integration	CDK Websites
608	Quality Assurance Sales/Service Marketing	Customer Management	Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
609	Quality Assurance Sales/Service Marketing	Customer Management	CRM - Customer Loyalty and Rewards	In Development	Extract Only	CDK Drive
610	CIT Alert	Deal Management	F&I Menu	In Development	Extract Only	CDK Drive
611	QuickTITLE	Vehicle Management	Vehicle Registration	Deployed	Extract Only	CDK Drive
612	Quik Video	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
613	QuotePro Kiosk	Service Management	Service Appointment Scheduling/Check-In	In Development	Writeback and Extract	CDK Drive
614	Grabb Operations	Business Management	Service Analytics	Deployed	Extract Only	CDK Drive
615	Lead Submission	Vehicle Management	CRM - Internet Customer Leads	Active	Writeback and Extract	One-Eighty
616	Conquest Lead Generator	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
617	Retention Private Sales	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
618	DealerMail - Prospect Manager with Writeback	Customer Management	Customer Retention Management	In Development	Writeback and Extract	CDK Drive
619	DealerMail - Prospect Manager with Writeback	Deal Management	Desking	In Development	Writeback and Extract	CDK Drive
620	DealerMail - Prospect Manager	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
621	Dealership Loyalty Programs Sales and Service only	Customer Management	CRM Customer Loyalty & Rewards	Deployed	Extract Only	CDK Drive
622	Recall Master - Full suite	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
623	Recall Master - Full suite	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
624	Recall Masters	Digital Marketing	Parts & Service	Active	Website Integration	
625	Recall Master - Full suite	Vehicle Management	Vehicle Recall Management	Deployed	Extract Only	CDK Drive
626	Recall Master - Vehicle Inventory	Vehicle Management	Vehicle Recall Management	In Development	Extract Only	CDK Drive
627	Recall Master - Closed F&I Sales	Customer Management	Customer Follow-up and Marketing	In Development	Extract Only	CDK Drive



	A	B	C	D	E	F
628	Recall Master - Closed F&I Sales	Vehicle Management	Vehicle Recall Management	In Development	Extract Only	CDK Drive
629	Recall Master - Closed Service Repair Orders	Service Management	Service Analytics	In Development	Extract Only	CDK Drive
630	Recall Master - Closed Service Repair Orders	Vehicle Management	Vehicle Recall Management	In Development	Extract Only	CDK Drive
631	Recon Advisor	Vehicle Management	Vehicle Reconditioning	In Development	Extract Only	CDK Drive
632	ReconVelocity	Vehicle Management	Vehicle Reconditioning	Deployed	Extract Only	CDK Drive
633	Red Cap Test Drive	Digital Marketing	Marketing	In Development	Website Integration	CDK Websites
634	Red Cap Service Valet	Digital Marketing	Parts & Service	In Development	Website Integration	CDK Websites
635	RedCap Valet	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Writeback and Extract	CDK Drive
636	ReelUps	Digital Marketing	Video	In Development	Website Integration	CDK Websites
637	TextUps	Digital Marketing	Messaging	In Development	Website Integration	CDK Websites
638	TurnACar	Digital Marketing	Vehicle Images	In Development	Website Integration	CDK Websites
639	Reputation com	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
640	Glow	Deal Management	Aftermarket Insurance Sales	Deployed	Extract Only	CDK Drive
641	ResourceDRS Qcert	Service Management	Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
642	Data Miner HQ	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
643	Dealerware	Vehicle Management	Vehicle Auto Rental	Deployed	Extract Only	CDK Drive
644	WISDOM	Parts Management	Parts Physical Inventory	Deployed	Writeback and Extract	CDK Drive
645	Retain	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
646	ReverseRisk	Business Management	Business Intelligence & Analytics	Deployed	Extract Only	CDK Drive
647	Revlinc	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
648	Dig Deep Analytics	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
649	Revolos	Customer Management	Aftermarket Sales Warranty Administration and F&I Performance Reporting	Deployed	Extract Only	CDK Drive
650	RevolutionParts - Inventory Package	Parts Management	Parts B2B eCommerce and Parts B2C eCommerce	In Development	Extract Only	CDK Drive
651	RevolutionParts Inventory & Order Package	Parts Management	Parts B2B eCommerce and Parts B2C eCommerce	In Development	Extract Only	CDK Drive
652	RevolutionParts - Parts Inventory Sourcing and Marketing Platform	Parts Management	Parts B2B eCommerce and Parts B2C eCommerce	Deployed	Extract Only	CDK Drive
653	RewardLogix Reward Card Program	Customer Management	CRM - Customer Loyalty and Rewards	Deployed	Extract Only	CDK Drive
654	Naked Lime Reputation Management	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
655	iMake News	Customer Management	Marketing	Deployed	Extract Only	CDK Drive
656	ReminderTRAX	Customer Management	CRM	Deployed	Extract Only	CDK Drive
657	Lead Submission	Customer Management	CRM - Internet Customer Leads	Deployed	Writeback and Extract	One-Eighty
658	Automated Specials	Digital Marketing	Incentives	Deployed	Website Integration	CDK Websites
659	Parts & Service Coupons	Digital Marketing	Incentives	Deployed	Website Integration	CDK Websites
660	Slider Coupon	Digital Marketing	Incentives	Deployed	Website Integration	CDK Websites
661	Slideshow Management	Digital Marketing	Vehicle Images	Deployed	Website Integration	CDK Websites
662	Express Storefront	Customer Management	CRM - Internet Customer Leads	Deployed	Extract Only	CDK Drive
663	Roadster Express Storefront Full Integration	Deal Management	Desking	Deployed	Writeback and Extract	CDK Drive
664	Roadster Express Storefront Sales Match Reporting	Customer Management	CRM - Internet Customer Leads	Deployed	Extract Only	CDK Drive
665	Rollick Outdoor, Inc.	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	Lightspeed
666	Complete Shop	Service Management	Body Shop Management	Deployed	Writeback and Extract	CDK Drive
667	Ross Media	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
668	MySTAAPP	Service Management	Service Sublet Vendor Management	Deployed	Extract Only	CDK Drive
669	Sales-i Parts	Parts Management	Analysis Reporting	In Development	Extract Only	CDK Drive
670	Sales-i Service	Service Management	Service Analytics	In Development	Extract Only	CDK Drive
671	Sales-i Inventory Add-on	Parts Management		In Development	Extract Only	CDK Drive
672	SalesLogs	Deal Management	F&I	In Development	Extract Only	CDK Drive
673	Parts Wizard	Parts Management	Inventory Tracking	Deployed	Extract Only	CDK Drive
674	Vehicle Wizard	Vehicle Management	Vehicle Inventory Management	Deployed	Extract Only	CDK Drive
675	Carmen	Service Management	Service Appointment Scheduling/Check-In	Deployed	Writeback and Extract	CDK Drive
676	SCRA	Customer Management	Customer Marketing/Followup	Deployed	Extract Only	CDK Drive
677	Service Dynamics Software	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
678	Service Lane eAdvisor Denied Work Add-On	Service Management	Service Check-In	In Development	Extract Only	CDK Drive
679	Service Lane eAdvisor	Service Management	Service Check-In	In Development	Extract Only	CDK Drive
680	ShipYourCarNow	Digital Marketing	Digital Retailing	Active	Website Integration	CDK Websites
681	ShipYourCarNow	Deal Management	F&I - Menu	In Development	Extract Only	CDK Drive
682	Digital Advertising	Digital Marketing	Dealer Websites	In Development	Extract Only	CDK Drive
683	Digital Advertising	Digital Marketing	Vehicle Marketing	In Development	Extract Only	CDK Drive
684	Digital Marketing Platform	Customer Management	Customer Marketing/Followup	In Development	Extract Only	CDK Drive

	A	B	C	D	E	F
685	Digital Marketing Platform	Customer Management	Customer Reputation Management	In Development	Extract Only	CDK Drive
686	Contract Administration System	Customer Management	F&I Sales Reporting	Deployed	Extract Only	CDK Drive
687	Non-Equipped Service Lane	Service Management	Satellite Radio Marketing	Active	Extract Only	CDK Drive
688	Dealership Marketing Trial			Active	Extract Only	CDK Drive
689	Dealership Marketing Trial Program		Satellite Radio Marketing	Active	Extract Only	CDK Drive
690	Smart Payment Plan	Deal Management	Aftermarket Payment Plan	Deployed	Extract Only	CDK Drive
691	PartsEye	Parts Management	Parts Inventory Planning Service	Deployed	Writeback and Extract	CDK Drive
692	SmartTech Innovative Dealer Retention Marketing System	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
693	Smart Offer	Customer Management	Lead Submission Management	In Development	Writeback and Extract	One-Eighty
694	AI Lead Optimizer	Customer Management	Lead Submission Management	In Development	Writeback and Extract	One-Eighty
695	Snap-On	Parts Management	Parts EPC - OEM	Deployed	Writeback and Extract	CDK Drive
696	autoVHC	Service Management	Service Inspection	Deployed	Extract Only	CDK Drive
697	Snap21	Customer Management	Customer Reputation Management	In Development	Extract Only	CDK Drive
698	DataBility	Business Management	Business Intelligence & Analytics	In Development	Extract Only	CDK Drive
699	DataBility	Business Management	Business Intelligence & Analytics	In Development	Extract Only	One-Eighty
700	Autotext.me	Service Management	Service RO Notification	Deployed	Extract Only	CDK Drive
701	Autotext.me	Service Management	Service RO Status	Deployed	Extract Only	CDK Drive
702	Momentum Digital Platform	Customer Management	CRM-Consumer Marketing	Deployed	Extract Only	CDK Drive
703	Momentum Digital Service and Appointments	Customer Management	CRM-Consumer Marketing	Deployed	Extract Only	CDK Drive
704	Momentum Digital Service and Appointments	Business Management	Dealer Dashboard	Deployed	Extract Only	CDK Drive
705	Centrix One CRM	Customer Management	Customer Relationship Management	In Development	Extract Only	One-Eighty
706	Spiffit	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
707	SpinCar	Digital Marketing	Vehicle Images	Deployed	Website Integration	CDK Websites
708	Kahu	Vehicle Management	Vehicle Inventory Management & Vehicle RFID	Deployed	Extract Only	CDK Drive
709	Kahu	Customer Management	Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
710	SSI Automotive	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
711	SPM Dashboard	Customer Management	Dealer Dashboard and CRM Consumer Marketing	Deployed	Extract Only	CDK Drive
712	Vehicle Analytics	Vehicle Management	Vehicle Analytics	In Development	Extract Only	CDK Drive
713	SEcureMenu	Deal Management	F&I Menu	Deployed	Writeback and Extract	CDK Drive
714	FastTrac	Deal Management	F&I - Performance Reporting	Deployed	Extract Only	CDK Drive
715	SEcureMetrics Sales	Deal Management	F&I Performance Reporting	Deployed	Extract Only	CDK Drive
716	SEcureMetrics - Service	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
717	SOLR	Deal Management	F&I - Performance Reporting	Deployed	Extract Only	CDK Drive
718	Express Service Kiosk	Service Management	Service Scheduling/Check-IN	Deployed	Extract Only	CDK Drive
719	Strategic Marketing	Customer Management	CRM-Consumer Marketing/Follow-up	Deployed	Extract Only	CDK Drive
720	Full Throttle	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Writeback and Extract	CDK Drive
721	True Custom Website	Digital Marketing	Dealer Websites	Deployed	Extract Only	CDK Drive
722	Dealer Positioning System	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
723	Strong Automotive Merchandising with Service Drive	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
724	Strong Automotive Merchandising	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
725	Suly	Customer Management	Customer Retention Management	In Development	Extract Only	One-Eighty
726	Hynts	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
727	ServiceTrack 360	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
728	Parts Sales Xcellerator	Parts Management	Parts Stock Order Analysis	Deployed	Extract Only	CDK Drive
729	Darwin	Deal Management	F&I Menu	Deployed	Writeback and Extract	CDK Drive
730	Ratings & Reviews	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
731	SureCritic	Digital Marketing	Reviews	Active	Website Integration	CDK Websites
732	Dealer Automated Verified & e-Solution (d a.v.e.)	Deal Management	F&I Menu	Deployed	Extract Only	CDK Drive
733	Dealer Automated Verified & e-Solution (d a.v.e.)	Deal Management	F&I Menu	Deployed	Extract Only	One-Eighty
734	Synchronize	Vehicle Management	Vehicle Physical Inventory	Deployed	Extract Only	CDK Drive
735	VELTRAS	Business Management	Dealership Performance Reporting	In Development	Extract Only	
736	T2 Performance Metrics Dashboard Add-on	Business Management	Dealer Dashboard	Deployed	Extract Only	CDK Drive
737	T2 Performance Metrics Dashboard	Customer Management	Dealer Dashboards/Alerts	Deployed	Extract Only	CDK Drive
738	Tail Light Offerings	Deal Management	F&I Menu	Deployed	Writeback and Extract	CDK Drive
739	Tail Light Reporting	Deal Management	F&I Performance Reporting	Deployed	Extract Only	CDK Drive
740	Honda ECRM	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
741	Custom Connect 360	Business Management	F&I - Menu	Deployed	Writeback and Extract	CDK Drive

	A	B	C	D	E	F
742	Apollo Service RO Open Add-on			In Development	Extract Only	CDK Drive
743	Apollo Service Scheduling	Customer Management	CRM-Customer Marketing	Deployed	Writeback and Extract	CDK Drive
744	Apollo Marketing Program	Customer Management	CRM-Customer Marketing	In Development	Extract Only	CDK Drive
745	Snap21	Digital Marketing	Social/Content/Reviews	Active	Digital	CDK Websites
746	Tekion Service Lane	Service Management	Service Appointment Scheduling/Check-In	In Development	Writeback and Extract	CDK Drive
747	Tekion Service Lane	Service Management	Service Appointment Service Inspection	In Development	Writeback and Extract	CDK Drive
748	Live Chat Widget	Digital Marketing	Messaging	In Development	Website Integration	CDK Websites
749	Text2Drive Widgets	Digital Marketing	Messaging	In Development	Website Integration	CDK Websites
750	Text Coupon Widget	Digital Marketing	Messaging	In Development	Website Integration	CDK Websites
751	Text2Drive with Denied Work	Customer Management	Customer Relationship Management	Active	Extract Only	CDK Drive
752	Text2Drive with Denied Work	Customer Management	Customer Relationship Management	In Development	Extract Only	One-Eighty
753	Text2Drive	Customer Management	Customer Relationship Management	In Development	Extract Only	One-Eighty
754	Text2Drive	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
755	TextMaxx Pro	Digital Marketing	Messaging	Active	Website Integration	CDK Websites
756	The Appraisal Lane	Digital Marketing	Vehicle Value	Active	Digital	CDK Drive
757	Gary Stock Websites	Vehicle Inventory	Web Sites	In Development	Extract Only	
758	Higher Gear CRM	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
759	Fusion - FS Presentation	Deal Management	F&I - Menu	Deployed	Writeback and Extract	CDK Drive
760	Impact Analytics	Deal Management	F&I - Performance Reporting	Deployed	Writeback and Extract	CDK Drive
761	Minacs' Service Management, Appointment and Marketing System	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
762	Tara/Orbis	Customer Management	CRM-Consumer Marketing	Deployed	Extract Only	CDK Drive
763	Time AI	Customer Management	Dealership Performance Reporting	In Development	Extract Only	CDK Drive
764	Time Highway	Service Management	Service Appointments Online	Deployed	Writeback and Extract	CDK Drive
765	TreadSpec	Service Management	Service Analytics	Deployed	Extract Only	CDK Drive
766	Tire Storage Solutions	Parts Management	Parts Warehouse Management	Deployed	Extract Only	CDK Drive
767	Tireweb	Parts Management	Tire eCommerce	In Development	Writeback and Extract	CDK Drive
768	Deal Guardian	Deal Management	Deskings	In Development	Writeback and Extract	CDK Drive
769	Integrated Titling and Registration	Vehicle Management	Vehicle Registration	Deployed	Extract Only	CDK Drive
770	RO Analyzer	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
771	Customer Recovery/Customer Retention	Deal Management	CRM	Deployed	Writeback and Extract	CDK Drive
772	PartsRec	Parts Management	Parts Reconciliation	Deployed	Extract Only	CDK Drive
773	PartsRec plus PartsFisher	Parts Management	Parts Reconciliation and Parts B2B eCommerce	Deployed	Extract Only	CDK Drive
774	DealerIQ	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
775	Live Tire Inventory Display Platform with Automatic Tire Order Replenishment	Parts Management	Tire eCommerce	Deployed	Extract Only	CDK Drive
776	Autotrader/1-Source	Digital Marketing	Vehicle Inventory Websites	In Development	Extract Only	One-Eighty
777	Autotrader/1-Source	Digital Marketing	Dealer Websites	In Development	Extract Only	One-Eighty
778	Instant Cash Offer (ICO) Sales Data	Business Management	Business Intelligence & Analytics	In Development	Extract Only	One-Eighty
779	Lead Submission	Customer Management	CRM - Internet Customer Leads	In Development	Extract Only	One-Eighty
780	Service BDC Call Center	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
781	Trela360	Customer Management	CRM - Customer Marketing/Follow-up and Customer Retention Management	Deployed	Extract Only	CDK Drive
782	Trela360	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	In Development	CDK Drive
783	Onyx	Service Management	Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
784	Tru Images Software	Vehicle Inventory	Vehicle Inventory Management	In Development	Extract Only	One-Eighty
785	Vehicle Marketing Program	Customer Management	Websites & CRM - Internet Customer Leads	Deployed	Extract Only	CDK Drive
786	Auto Information and Analytics Service and ALG Residual Value Analysis	Vehicle Management	Vehicle Analytics & F&I Sales Reporting	Deployed	Extract Only	CDK Drive
787	Vehicle Web Services & Wholesale Auction Data	Vehicle Management	Vehicle Auction	Deployed	Extract Only	CDK Drive
788	True360 Widget	Digital Marketing	Marketing Services	Deployed	Website Integration	CDK Websites
789	TrueSpot	Vehicle Management	Vehicle RFID	Deployed	Extract Only	CDK Drive
790	Dashboard	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
791	Loaner Net	Vehicle Management	Vehicle Auto Rental	Deployed	Extract Only	CDK Drive
792	Rental Net	Vehicle Management	Vehicle Auto Rental	Deployed	Writeback and Extract	CDK Drive
793	Pocket Expert	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
794	SMI Drive Safety Maintenance Inspection	Service Management	State Inspection	Deployed	Writeback and Extract	CDK Drive
795	MarketPro3	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
796	Rater	Service Management	Aftermarket Service Warranty Administration	Deployed	Extract Only	CDK Drive
797	Model Test Drive	Digital Marketing	Video	Deployed	Website Integration	CDK Websites
798	Vin Test Drive	Digital Marketing	Video	Deployed	Website Integration	CDK Websites

	A	B	C	D	E	F
799	Unotifi Inspection Add On	Customer Management	Customer Relationship Management	In Development	Extract Only	CDK Drive
800	Unotifi	Customer Management	Customer Relationship Management	Deployed	Extract Only	CDK Drive
801	AutoPayPlus	Deal Management	Aftermarket Payment Plans	In Development	Extract Only	CDK Drive
802	AutoPayPlus	Deal Management	Aftermarket Insurance Sales	In Development	Extract Only	CDK Drive
803	Power Lane	Parts Management	Parts B2B eCommerce	Deployed	Extract Only	CDK Drive
804	UTC Supra - KeyAdvantage	Vehicle Management	Key Management	Deployed	Extract Only	CDK Drive
805	V12Software	Vehicle Management	Marketing	In Development	Extract Only	One-Eighty
806	VanAuto	Digital Marketing	Marketing	Deployed	Extract Only	One-Eighty
807	Lead Submission	Customer Management	Websites & CRM - Internet Customer Leads	In Development	Extract Only	One-Eighty
808	CarStory Market Reports	Digital Marketing	Vehicle Value	Deployed	Website Integration	CDK Websites
809	vAuto	Vehicle Management	Vehicle Inventory Analytics	Deployed	Extract Only	CDK Drive
810	Digital Media Systems - Inventory and Sales	Vehicle Management	Vehicle Inventory Websites	In Development	Extract Only	One-Eighty
811	Digital Media Systems - Inventory and Sales	Vehicle Management	Dealership Performance Reporting	In Development	Extract Only	One-Eighty
812	Digital Media Systems - Automotive Service Package	Business Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
813	Bumper App	Customer Management	Customer Retention Management	Deployed	Extract Only	CDK Drive
814	MotoSnap CRM	Customer Management	CRM	Deployed	Writeback and Extract	CDK Drive
815	MotoSnap Inventory Management	Vehicle Management	Vehicle Inventory	Deployed	Writeback and Extract	CDK Drive
816	MotoSnap Lead Management	Deal Management	Vehicle Sales History	Deployed	Writeback and Extract	CDK Drive
817	VIP Auto	Parts Management	Inventory Tracking	Deployed	Extract Only	CDK Drive
818	Vision AST	Deal Management	F&I - Performance Reporting	Deployed	Extract Only	CDK Drive
819	VisionMenu and Reporting Writeback	Deal Management	Dealership Performance Reporting	Deployed	Writeback and Extract	CDK Drive
820	vSignature Document Storage	Business Management	Document Scanning	Deployed	Writeback and Extract	CDK Drive
821	VisionReport	Deal Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
822	VisionMenu and Reporting	Deal Management	Dealership Performance Reporting	Deployed	Extract Only	CDK Drive
823	Foresight CX	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
824	DMVDesk - Vitu	Service Management	Vehicle Registration	In Development	Extract Only	Lightspeed
825	DMVDesk - Vitu	Service Management	Vehicle Registration	Deployed	Writeback and Extract	CDK Drive
826	Votenza CRM	Customer Management	CRM-Consumer Marketing	Deployed	Writeback and Extract	CDK Drive
827	clickandchat - Dealer Managed Chat	Digital Marketing	Messaging	Deployed	Website Integration	CDK Websites
828	WebBuy Platform	Deal Management	Desking	Deployed	Extract Only	CDK Drive
829	WebBuy Platform	Deal Management	F&I Sales Reporting	Deployed	Extract Only	CDK Drive
830	WebBuy	Digital Marketing	Digital Retailing	Active	Website Integration	CDK Websites
831	Direct Mail Services	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
832	Nexpart Lite Plus B2B and B2C eCommerce	Parts Management	Parts B2B eCommerce and Parts B2C eCommerce	In Development	Writeback and Extract	CDK Drive
833	Nexpart B2B and B2C eCommerce	Parts Management	Parts B2B eCommerce and Parts B2C eCommerce	Deployed	Writeback and Extract	CDK Drive
834	Nexpart Lite B2B and B2C eCommerce	Parts Management	Parts B2B eCommerce and Parts B2C eCommerce	Deployed	Writeback and Extract	CDK Drive
835	Whip Mobility	Service Management	Service Appointment Scheduling/Check-In	In Development	Writeback and Extract	CDK Drive
836	Whip Mobility	Service Management		In Development	Writeback and Extract	CDK Drive
837	AIMData Advantage	Customer Management	Marketing	Deployed	Extract Only	CDK Drive
838	Wizely Service Marketing	Customer Management	CRM - Customer Marketing and Follow-up	Deployed	Extract Only	CDK Drive
839	Wizely Pinpoint	Customer Management	CRM - Customer Marketing and Follow-up	In Development	Extract Only	CDK Drive
840	Workflow 360	Service Management	Service Check-In	Deployed	Extract Only	CDK Drive
841	UpDash	Business Management	Dealer Dashboards & Business Intelligence & Analytics	Deployed	Extract Only	CDK Drive
842	Zendi.io	Customer Management	CRM Customer Loyalty & Rewards	Deployed	Extract Only	CDK Drive
843	RewardWorks	Business Management	Accounts Payable	Deployed	Writeback and Extract	CDK Drive
844	ZMOT Auto	Vehicle Management	Marketing	In Development	Extract Only	One-Eighty
845	BDC Angel	Service Management	CRM-Consumer Marketing/Follow-up	Deployed	Writeback and Extract	CDK Drive
846	BDC Angel	Service Management	Service Reporting and Consumer Marketing	Deployed	Writeback and Extract	CDK Drive
847	ZopDealer	Digital Marketing	Vehicle Inventory Websites	In Development	Extract Only	One-Eighty

# EXHIBIT Q

Senate Engrossed House Bill

State of Arizona  
House of Representatives  
Fifty-fourth Legislature  
First Regular Session  
2019

**CHAPTER 52**  
**HOUSE BILL 2418**

AN ACT

AMENDING TITLE 28, CHAPTER 10, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 10; RELATING TO MOTOR VEHICLE DEALERS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

H.B. 2418

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 28, chapter 10, Arizona Revised Statutes, is  
3 amended by adding article 10, to read:

4 ARTICLE 10. PROTECTED DATA

5 28-4651. Definitions

6 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

7 1. "AUTHORIZED INTEGRATOR" MEANS A THIRD PARTY WITH WHOM A DEALER  
8 ENTERS INTO A CONTRACTUAL RELATIONSHIP TO PERFORM A SPECIFIC FUNCTION FOR  
9 A DEALER THAT ALLOWS THE THIRD PARTY TO ACCESS PROTECTED DEALER DATA OR TO  
10 WRITE DATA TO A DEALER DATA SYSTEM, OR BOTH, TO CARRY OUT THE SPECIFIED  
11 FUNCTION.

12 2. "CYBER RANSOM" MEANS TO ENCRYPT, RESTRICT OR PROHIBIT OR  
13 THREATEN OR ATTEMPT TO ENCRYPT, RESTRICT OR PROHIBIT A DEALER'S OR A  
14 DEALER'S AUTHORIZED INTEGRATOR'S ACCESS TO PROTECTED DEALER DATA FOR  
15 MONETARY GAIN.

16 3. "DEALER DATA SYSTEM":

17 (a) MEANS A SOFTWARE, HARDWARE OR FIRMWARE SYSTEM THAT IS OWNED,  
18 LEASED OR LICENSED BY A DEALER, THAT INCLUDES A SYSTEM OF WEB-BASED  
19 APPLICATIONS, COMPUTER SOFTWARE OR COMPUTER HARDWARE, WHETHER LOCATED AT  
20 THE MOTOR VEHICLE DEALERSHIP OR HOSTED REMOTELY, AND THAT STORES OR  
21 PROVIDES ACCESS TO PROTECTED DEALER DATA.

22 (b) INCLUDES DEALERSHIP MANAGEMENT SYSTEMS AND CONSUMER RELATIONS  
23 MANAGEMENT SYSTEMS.

24 4. "DEALER DATA VENDOR" MEANS A DEALER MANAGEMENT SYSTEM PROVIDER,  
25 CONSUMER RELATIONSHIP MANAGEMENT SYSTEM PROVIDER OR OTHER VENDOR PROVIDING  
26 SIMILAR SERVICES THAT PERMISSIBLY STORES PROTECTED DEALER DATA PURSUANT TO  
27 A CONTRACT WITH THE DEALER.

28 5. "FEE" MEANS A CHARGE FOR ALLOWING ACCESS TO PROTECTED DEALER  
29 DATA BEYOND ANY DIRECT COSTS INCURRED BY THE DEALER DATA VENDOR IN  
30 PROVIDING PROTECTED DEALER DATA ACCESS TO AN AUTHORIZED INTEGRATOR OR  
31 ALLOWING AN AUTHORIZED INTEGRATOR TO WRITE DATA TO A DEALER DATA SYSTEM.

32 6. "PRIOR EXPRESS WRITTEN CONSENT" MEANS THE DEALER'S EXPRESS  
33 WRITTEN CONSENT THAT IS CONTAINED IN A DOCUMENT SEPARATE FROM ANY OTHER  
34 CONSENT, CONTRACT, FRANCHISE AGREEMENT OR OTHER WRITING AND THAT CONTAINS:

35 (a) THE DEALER'S CONSENT TO THE DATA SHARING AND IDENTIFICATION OF  
36 ALL PARTIES WITH WHOM THE DATA MAY BE SHARED.

37 (b) ALL DETAILS THAT THE DEALER REQUIRES RELATING TO THE SCOPE AND  
38 NATURE OF THE DATA TO BE SHARED, INCLUDING THE DATA FIELDS AND THE  
39 DURATION FOR WHICH THE SHARING IS AUTHORIZED.

40 (c) ALL PROVISIONS AND RESTRICTIONS THAT ARE REQUIRED UNDER FEDERAL  
41 LAW TO ALLOW THE SHARING.

42 7. "PROTECTED DEALER DATA" MEANS ANY:

43 (a) PERSONAL, FINANCIAL OR OTHER DATA RELATING TO A CONSUMER THAT A  
44 CONSUMER PROVIDES TO A DEALER OR THAT A DEALER OTHERWISE OBTAINS AND THAT  
45 IS STORED IN THE DEALER'S DEALER DATA SYSTEM.

H.B. 2418

1 (b) MOTOR VEHICLE DIAGNOSTIC DATA THAT IS STORED IN A DEALER DATA  
2 SYSTEM. THIS SUBDIVISION DOES NOT GIVE A DEALER ANY OWNERSHIP OR RIGHTS  
3 TO SHARE OR USE THE MOTOR VEHICLE DIAGNOSTIC DATA BEYOND WHAT IS NECESSARY  
4 TO FULFILL A DEALER'S OBLIGATION TO PROVIDE WARRANTY, REPAIR OR SERVICE  
5 WORK TO ITS CONSUMERS.

6 (c) OTHER DATA THAT RELATES TO A DEALER'S BUSINESS OPERATIONS IN  
7 THE DEALER'S DEALER DATA SYSTEM.

8 8. "REQUIRED MANUFACTURER DATA":

9 (a) MEANS DATA THAT IS REQUIRED TO BE OBTAINED BY THE MANUFACTURER  
10 UNDER FEDERAL OR STATE LAW OR TO COMPLETE OR VERIFY A TRANSACTION BETWEEN  
11 THE DEALER AND THE MANUFACTURER.

12 (b) INCLUDES INFORMATION THAT IS REASONABLY NECESSARY FOR ANY OF  
13 THE FOLLOWING:

14 (i) A SAFETY, RECALL OR OTHER LEGAL NOTICE OBLIGATION.

15 (ii) THE SALE AND DELIVERY OF A NEW MOTOR VEHICLE OR A CERTIFIED  
16 USED MOTOR VEHICLE TO A CONSUMER.

17 (iii) THE VALIDATION AND PAYMENT OF CONSUMER OR DEALER INCENTIVES.

18 (iv) CLAIMS FOR DEALER SUPPLIED SERVICES RELATING TO WARRANTY PARTS  
19 OR REPAIRS.

20 (v) THE EVALUATION OF DEALER PERFORMANCE, INCLUDING WITHOUT  
21 LIMITATION THE EVALUATION OF THE DEALER'S MONTHLY FINANCIAL STATEMENTS AND  
22 SALES OR SERVICE, CONSUMER SATISFACTION WITH THE DEALER THROUGH DIRECT  
23 CONSUMER CONTACT OR CONSUMER SURVEYS.

24 (vi) DEALER AND MARKET ANALYTICS.

25 (vii) THE IDENTIFICATION OF THE DEALER THAT SOLD OR LEASED A  
26 SPECIFIC MOTOR VEHICLE AND THE DATE OF THE TRANSACTION.

27 (viii) MARKETING PURPOSES DESIGNED FOR THE BENEFIT OF OR TO DIRECT  
28 LEADS TO DEALERS BUT DOES NOT INCLUDE A CONSUMER'S FINANCIAL INFORMATION  
29 ON THE CONSUMER'S CREDIT APPLICATION OR A DEALER'S INDIVIDUALIZED NOTES  
30 ABOUT A CONSUMER WHICH ARE NOT RELATED TO A TRANSACTION.

31 (ix) MOTOR VEHICLE DIAGNOSTIC DATA.

32 (x) THE DEVELOPMENT, EVALUATION OR IMPROVEMENT OF THE  
33 MANUFACTURER'S PRODUCTS OR SERVICES.

34 9. "STAR STANDARDS" MEANS THE CURRENT, APPLICABLE SECURITY  
35 STANDARDS PUBLISHED BY THE STANDARDS FOR TECHNOLOGY IN AUTOMOTIVE RETAIL.

36 10. "THIRD PARTY":

37 (a) INCLUDES A SERVICE PROVIDER, VENDOR, INCLUDING A DEALER DATA  
38 VENDOR AND AUTHORIZED INTEGRATOR, AND ANY OTHER PERSON OTHER THAN THE  
39 DEALER.

40 (b) DOES NOT INCLUDE A GOVERNMENTAL ENTITY ACTING PURSUANT TO  
41 FEDERAL, STATE OR LOCAL LAW, A THIRD PARTY ACTING PURSUANT TO A VALID  
42 COURT ORDER OR A MANUFACTURER.



H.B. 2418

1           28-4652. Dealer; data submission to manufacturers or third  
2                                   parties

3           A MANUFACTURER OR A THIRD PARTY MAY NOT REQUIRE A DEALER TO GRANT  
4           THE MANUFACTURER, THE THIRD PARTY OR ANY PERSON ACTING ON BEHALF OF THE  
5           MANUFACTURER OR THIRD PARTY DIRECT OR INDIRECT ACCESS TO THE DEALER'S  
6           DEALER DATA SYSTEM. INSTEAD OF PROVIDING A MANUFACTURER OR THIRD PARTY  
7           WITH ACCESS TO THE DEALER'S DATA SYSTEM, A DEALER MAY SUBMIT OR PUSH DATA  
8           OR INFORMATION TO A MANUFACTURER OR THIRD PARTY THROUGH ANY WIDELY  
9           ACCEPTABLE ELECTRONIC FILE FORMAT OR PROTOCOL THAT COMPLIES WITH THE STAR  
10          STANDARDS OR OTHER GENERALLY ACCEPTED STANDARDS THAT ARE AT LEAST AS  
11          COMPREHENSIVE AS THE STAR STANDARDS.

12          28-4653. Manufacturers and third parties; prohibitions;  
13                                   requirements

14          A. A THIRD PARTY MAY NOT DO ANY OF THE FOLLOWING:

- 15           1. ACCESS, SHARE, SELL, COPY, USE OR TRANSMIT PROTECTED DEALER DATA  
16           WITHOUT PRIOR EXPRESS WRITTEN CONSENT.  
17           2. ENGAGE IN ANY ACT OF CYBER RANSOM.  
18           3. TAKE ANY ACTION BY CONTRACT, TECHNICAL MEANS OR OTHERWISE TO  
19           PROHIBIT OR LIMIT A DEALER'S ABILITY TO PROTECT, STORE, COPY, SHARE OR USE  
20           PROTECTED DEALER DATA, INCLUDING ALL OF THE FOLLOWING:

21           (a) IMPOSING ANY FEE OR OTHER RESTRICTION ON THE DEALER OR AN  
22           AUTHORIZED INTEGRATOR FOR ACCESSING OR SHARING PROTECTED DEALER DATA OR  
23           FOR WRITING DATA TO A DEALER DATA SYSTEM, INCLUDING ANY FEE ON A DEALER  
24           THAT CHOOSES TO SUBMIT OR PUSH DATA OR INFORMATION TO THE THIRD PARTY AS  
25           PRESCRIBED IN SECTION 28-4652. A THIRD PARTY MUST DISCLOSE A CHARGE TO  
26           THE DEALER AND JUSTIFY THE CHARGE BY DOCUMENTARY EVIDENCE OF THE COSTS  
27           ASSOCIATED WITH ACCESS OR THE CHARGE WILL BE DEEMED TO BE A FEE PURSUANT  
28           TO THIS SUBDIVISION.

29           (b) PROHIBITING A THIRD PARTY THAT HAS SATISFIED OR IS COMPLIANT  
30           WITH THE STAR STANDARDS OR OTHER GENERALLY ACCEPTED STANDARDS THAT ARE AT  
31           LEAST AS COMPREHENSIVE AS THE STAR STANDARDS AND THAT THE DEALER HAS  
32           IDENTIFIED AS ONE OF ITS AUTHORIZED INTEGRATORS FROM INTEGRATING INTO THE  
33           DEALER'S DEALER DATA SYSTEM OR PLACING AN UNREASONABLE RESTRICTION ON  
34           INTEGRATION BY AN AUTHORIZED INTEGRATOR OR OTHER THIRD PARTY THAT THE  
35           DEALER WISHES TO BE AN AUTHORIZED INTEGRATOR. FOR THE PURPOSES OF THIS  
36           SUBDIVISION, "UNREASONABLE RESTRICTION" INCLUDES:

37           (i) AN UNREASONABLE LIMITATION OR CONDITION ON THE SCOPE OR NATURE  
38           OF THE DATA THAT IS SHARED WITH AN AUTHORIZED INTEGRATOR.

39           (ii) AN UNREASONABLE LIMITATION OR CONDITION ON THE ABILITY OF THE  
40           AUTHORIZED INTEGRATOR TO WRITE DATA TO A DEALER DATA SYSTEM.

41           (iii) AN UNREASONABLE LIMITATION OR CONDITION ON A THIRD PARTY THAT  
42           ACCESSES OR SHARES PROTECTED DEALER DATA OR THAT WRITES DATA TO A DEALER  
43           DATA SYSTEM.

44           (iv) REQUIRING UNREASONABLE ACCESS TO A THIRD PARTY'S SENSITIVE,  
45           COMPETITIVE OR OTHER CONFIDENTIAL BUSINESS INFORMATION AS A CONDITION FOR

H.B. 2418

1 ACCESSING PROTECTED DEALER DATA OR SHARING PROTECTED DEALER DATA WITH AN  
2 AUTHORIZED INTEGRATOR.

3 (v) PROHIBITING OR LIMITING A DEALER'S ABILITY TO STORE, COPY,  
4 SECURELY SHARE OR USE PROTECTED DEALER DATA OUTSIDE OF THE DEALER DATA  
5 SYSTEM IN ANY MANNER AND FOR ANY REASON.

6 (vi) ALLOWING ACCESS TO OR ACCESSING PROTECTED DEALER DATA WITHOUT  
7 PRIOR EXPRESS WRITTEN CONSENT.

8 B. PRIOR EXPRESS WRITTEN CONSENT MAY:

9 1. BE UNILATERALLY REVOKED OR AMENDED BY THE DEALER WITH THIRTY  
10 DAYS' NOTICE WITHOUT CAUSE AND IMMEDIATELY FOR CAUSE.

11 2. NOT BE SOUGHT OR REQUIRED AS A CONDITION OF OR FACTOR FOR  
12 CONSIDERATION OR ELIGIBILITY FOR ANY MANUFACTURER PROGRAM, STANDARD OR  
13 POLICY, INCLUDING THOSE THAT OFFER OR RELATE TO A BONUS, INCENTIVE, REBATE  
14 OR OTHER PAYMENT OR BENEFIT TO A DEALER, EXCEPT THAT IF THE BONUS,  
15 INCENTIVE, REBATE OR OTHER PAYMENT PROGRAM REQUIRES THE DELIVERY OF THE  
16 INFORMATION THAT IS PROTECTED DEALER DATA TO QUALIFY FOR THE PROGRAM AND  
17 RECEIVE THE PROGRAM BENEFITS, A DEALER MUST SUPPLY THE INFORMATION TO  
18 PARTICIPATE IN THE PROGRAM.

19 C. THIS SECTION DOES NOT PREVENT A DEALER, MANUFACTURER OR THIRD  
20 PARTY FROM DISCHARGING ITS OBLIGATIONS AS A SERVICE PROVIDER OR OTHERWISE  
21 UNDER FEDERAL, STATE OR LOCAL LAW TO PROTECT AND SECURE PROTECTED DEALER  
22 DATA OR TO OTHERWISE LIMIT THOSE RESPONSIBILITIES.

23 D. UNLESS A DEALER GIVES PRIOR WRITTEN CONSENT, A MANUFACTURER MAY  
24 NOT ACCESS, SHARE, SELL, COPY, USE OR TRANSMIT OR REQUIRE A DEALER TO  
25 SHARE OR PROVIDE ACCESS TO PROTECTED DEALER DATA BEYOND THE REQUIRED  
26 MANUFACTURER DATA AND MAY USE ANY REQUIRED MANUFACTURER DATA OBTAINED FROM  
27 A DEALER DATA SYSTEM FOR THE PURPOSES LISTED IN SECTION 28-4651,  
28 PARAGRAPH 8.

29 E. A MANUFACTURER MAY NOT ENGAGE IN AN ACT OF CYBER RANSOM OR TAKE  
30 AN ACTION BY CONTRACT, TECHNICAL MEANS OR OTHERWISE TO PROHIBIT OR LIMIT A  
31 DEALER'S ABILITY TO PROTECT, STORE, COPY, SHARE OR USE PROTECTED DEALER  
32 DATA, INCLUDING ACTIONS DESCRIBED IN SUBSECTION A, PARAGRAPH 3,  
33 SUBDIVISION (b) OF THIS SECTION. A MANUFACTURER OR A MANUFACTURER'S  
34 SELECTED THIRD PARTY MAY NOT REQUIRE A DEALER TO PAY A FEE FOR THE SHARING  
35 OF REQUIRED MANUFACTURER DATA IF THE MANUFACTURER BOTH:

36 1. REQUIRES A DEALER TO PROVIDE REQUIRED MANUFACTURER DATA THROUGH  
37 A SPECIFIC THIRD PARTY THAT THE MANUFACTURER SELECTS.

38 2. DOES NOT ALLOW THE DEALER TO SUBMIT THE DATA USING THE DEALER'S  
39 CHOICE OF A THIRD-PARTY VENDOR AND BOTH OF THE FOLLOWING APPLY:

40 (a) THE DATA IS IN A FORMAT THAT IS COMPATIBLE WITH THE FILE FORMAT  
41 REQUIRED BY THE MANUFACTURER.

42 (b) THE THIRD-PARTY VENDOR SATISFIES OR IS IN COMPLIANCE WITH THE  
43 STAR STANDARDS OR OTHER GENERALLY ACCEPTED STANDARDS THAT ARE AT LEAST AS  
44 COMPREHENSIVE AS THE STAR STANDARDS.

H.B. 2418

1 F. A MANUFACTURER SHALL INDEMNIFY A DEALER FOR ANY THIRD-PARTY  
2 CLAIMS ASSERTED AGAINST OR DAMAGES INCURRED BY THE DEALER TO THE EXTENT  
3 CAUSED BY ACCESS TO, USE OF OR DISCLOSURE OF PROTECTED DEALER DATA IN  
4 VIOLATION OF THIS SECTION BY THE MANUFACTURER OR A THIRD PARTY ACTING ON  
5 BEHALF OF A MANUFACTURER TO WHOM THE MANUFACTURER HAS PROVIDED THE  
6 PROTECTED DEALER DATA. A DEALER BRINGING A CAUSE OF ACTION AGAINST A  
7 MANUFACTURER FOR A VIOLATION OF THIS SECTION HAS THE BURDEN OF PROOF.

8 G. NOTWITHSTANDING SUBSECTION D OF THIS SECTION AND EXCEPT AS  
9 PROVIDED IN SECTION 28-4655, THIS ARTICLE DOES NOT RESTRICT OR LIMIT A  
10 MANUFACTURER'S RIGHT TO OBTAIN REQUIRED MANUFACTURER DATA, USE REQUIRED  
11 MANUFACTURER DATA FOR THE PURPOSES PRESCRIBED BY SUBSECTION D OF THIS  
12 SECTION OR USE OR CONTROL DATA THAT IS PROPRIETARY TO THE MANUFACTURER,  
13 CREATED BY THE MANUFACTURER, OBTAINED FROM A SOURCE OTHER THAN THE DEALER  
14 OR THAT IS PUBLIC INFORMATION.

15 28-4654. Dealer data vendors; authorized integrators;  
16 requirements

17 A. A DEALER DATA VENDOR SHALL:

18 1. ADOPT AND MAKE AVAILABLE A STANDARDIZED FRAMEWORK FOR THE  
19 EXCHANGE, INTEGRATION AND SHARING OF DATA FROM DEALER DATA SYSTEMS WITH  
20 AUTHORIZED INTEGRATORS AND THE RETRIEVAL OF DATA BY AUTHORIZED INTEGRATORS  
21 USING THE STAR STANDARDS OR A STANDARD THAT IS COMPATIBLE WITH THE STAR  
22 STANDARDS.

23 2. PROVIDE ACCESS TO OPEN APPLICATION PROGRAMMING INTERFACES TO  
24 AUTHORIZED INTEGRATORS. IF THE APPLICATION PROGRAMMING INTERFACES ARE NOT  
25 THE REASONABLE COMMERCIAL OR TECHNICAL STANDARD FOR SECURE DATA  
26 INTEGRATION, THE DEALER DATA VENDOR MAY PROVIDE A SIMILAR OPEN ACCESS  
27 INTEGRATION METHOD IF THAT METHOD PROVIDES THE SAME OR BETTER ACCESS TO  
28 AUTHORIZED INTEGRATORS AS AN APPLICATION PROGRAMMING INTERFACE AND USES  
29 THE REQUIRED STANDARDIZED FRAMEWORK.

30 B. A DEALER DATA VENDOR AND AUTHORIZED INTEGRATOR:

31 1. MAY ACCESS, USE, STORE OR SHARE PROTECTED DEALER DATA OR ANY  
32 OTHER DATA FROM A DEALER DATA SYSTEM ONLY TO THE EXTENT ALLOWED IN THE  
33 WRITTEN AGREEMENT WITH THE DEALER.

34 2. MUST MAKE ANY AGREEMENT RELATING TO ACCESS TO, SHARING OR  
35 SELLING OF, COPYING, USING OR TRANSMITTING PROTECTED DEALER DATA  
36 TERMINABLE ON NINETY DAYS' NOTICE FROM THE DEALER.

37 3. ON NOTICE OF THE DEALER'S INTENT TO TERMINATE THE AGREEMENT, IN  
38 ORDER TO PREVENT ANY RISK OF CONSUMER HARM OR INCONVENIENCE, MUST WORK TO  
39 ENSURE A SECURE TRANSITION OF ALL PROTECTED DEALER DATA TO A SUCCESSOR  
40 DEALER DATA VENDOR OR AUTHORIZED INTEGRATOR, INCLUDING:

41 (a) PROVIDING ACCESS TO OR AN ELECTRONIC COPY OF ALL PROTECTED  
42 DEALER DATA AND ALL OTHER DATA STORED IN THE DEALER DATA SYSTEM IN A  
43 COMMERCIALY REASONABLE TIME AND FORMAT THAT A SUCCESSOR DEALER DATA  
44 VENDOR OR AUTHORIZED INTEGRATOR CAN ACCESS AND USE.

H.B. 2418

1 (b) DELETING OR RETURNING TO THE DEALER ALL PROTECTED DEALER DATA  
2 BEFORE THE CONTRACT TERMINATES PURSUANT TO THE DEALER'S WRITTEN  
3 DIRECTIONS.

4 4. ON A DEALER'S REQUEST, MUST PROVIDE THE DEALER WITH A LISTING OF  
5 ALL ENTITIES WITH WHOM IT IS SHARING PROTECTED DEALER DATA OR WITH WHOM IT  
6 HAS ALLOWED ACCESS TO PROTECTED DEALER DATA.

7 5. MUST ALLOW A DEALER TO AUDIT THE DEALER DATA VENDOR OR  
8 AUTHORIZED INTEGRATOR'S ACCESS TO AND USE OF ANY PROTECTED DEALER DATA.

9 28-4655. Applicability

10 THIS ARTICLE DOES NOT:

11 1. GOVERN, RESTRICT OR APPLY TO DATA THAT EXISTS OUTSIDE OF A  
12 DEALER DATA SYSTEM, INCLUDING DATA THAT IS GENERATED BY A MOTOR VEHICLE OR  
13 DEVICES THAT A CONSUMER CONNECTS TO A MOTOR VEHICLE.

14 2. AUTHORIZE A DEALER OR THIRD PARTY TO USE DATA THAT IS OBTAINED  
15 FROM A PERSON IN A MANNER THAT IS INCONSISTENT WITH EITHER:

16 (a) AN AGREEMENT WITH THE PERSON.

17 (b) THE PURPOSES FOR WHICH THE PERSON PROVIDED THE DATA TO THE  
18 DEALER OR THIRD PARTY.

APPROVED BY THE GOVERNOR APRIL 9, 2019.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 9, 2019.

# EXHIBIT R

80th OREGON LEGISLATIVE ASSEMBLY--2019 Regular Session

## Enrolled House Bill 3152

Sponsored by Representative EVANS; Representative CLEM

CHAPTER .....

AN ACT

Relating to the protected dealer data of motor vehicle dealers.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** Section 2 of this 2019 Act is added to and made a part of ORS 650.120 to 650.170.

**SECTION 2.** (1) as used in this section:

(a) "Access fee" means a requirement to pay money for access to protected dealer data.

(b)(A) "Authorized integrator" means a person with which a dealer has a contractual relationship or to which the dealer otherwise gives express written authorization to have access to protected dealer data stored on a dealer data system or to write protected dealer data to the dealer data system for the purpose of performing a specific function for the dealer.

(B) "Authorized integrator" does not include:

(i) A manufacturer, distributor or importer or any entity that is a subsidiary or affiliate of, or acts on behalf of, a manufacturer, distributor or importer; or

(ii) A governmental body or other person that is acting in accordance with federal, state or local law or a valid court order.

(c) "Dealer data system" means software, hardware or firmware that a dealer leases or rents from a dealer management system provider for the purpose of storing protected dealer data.

(d) "Dealer management system provider" means a person that for compensation maintains and provides access to a dealer data system in which a dealer stores protected dealer data.

(e) "Protected dealer data" means:

(A) Personal data or financial data about a consumer that a dealer generated or that the consumer provided to the dealer and that is not otherwise publicly available; and

(B) Any other data to which a dealer has rights in connection with the dealer's daily business operations and stores or maintains in a dealer data system.

(2) A dealer management system provider may:

(a) Condition a dealer's or authorized integrator's access to and ability to receive, share, copy, use, write or transmit protected dealer data from or to a dealer data system on the dealer's or authorized integrator's compliance with security standards;

(b) Require an authorized integrator to have express written authorization from a dealer before allowing the authorized integrator to gain access to, receive, share, copy, use or transmit protected dealer data; and

(c) Deny access to a dealer data system to a dealer if the dealer fails to pay an amount due to the dealer management system provider under a lease, contract or other agreement concerning the dealer's access to or use of the dealer data system.

(3) Except as provided in subsection (2) of this section, a dealer management system provider may not take any action that would limit or prohibit a dealer's or an authorized integrator's ability to receive, protect, store, copy, share or use protected dealer data using means that include, but are not limited to:

(a) Imposing an access fee on a dealer or authorized integrator.

(b) Restricting a dealer or an authorized integrator from sharing protected dealer data or writing data or having access to a dealer data system. Examples of restrictions this paragraph does not permit include, but are not limited to:

(A) Limits on the scope or nature of protected dealer data to which a dealer or authorized integrator has access or may share or write to a dealer data system; and

(B) A requirement for a dealer or authorized integrator to provide sensitive or confidential business information or information that a dealer or authorized integrator uses for competitive purposes in return for access to protected dealer data or an authorization to share or write protected dealer data to a dealer data system.

(4) Except as otherwise provided in this section, any term or condition of a contract with a dealer management system provider that conflicts with the requirements set forth in subsection (3) of this section is void and unenforceable to the extent of the conflict.

(5)(a) An authorized integrator shall:

(A) Obtain express written authorization from a dealer before gaining access to, receiving, sharing, copying, using, writing or transmitting protected dealer data; and

(B) Comply with security standards in gaining access to, receiving, sharing, copying, using, writing or transmitting protected dealer data.

(b) A dealer may withdraw, revoke or amend any express written authorization the dealer provides under paragraph (a)(A) of this subsection:

(A) At the dealer's sole discretion, if the dealer gives 30 days' prior notice to an authorized integrator; or

(B) Immediately, for good cause.

(6)(a) This section does not prevent a dealer, a dealer management system provider or an authorized integrator from discharging the dealer's, dealer management system provider's or authorized integrator's obligations under federal, state or local law to secure and prevent unauthorized access to protected dealer data, or from limiting the scope of the obligations, in accordance with federal, state or local law.

(b) A dealer management system provider is not liable for any action that a dealer takes directly with respect to securing or preventing unauthorized access to protected dealer data, or for actions that an authorized integrator takes in appropriately following the dealer's written instructions for securing or preventing unauthorized access to protected dealer data, to the extent that the actions prevent the dealer management system provider from meeting a legal obligation to secure or prevent unauthorized access to protected dealer data.

(c) A dealer is not liable for any action that an authorized integrator takes directly with respect to securing or preventing unauthorized access to protected dealer data, or for actions that the authorized integrator takes in appropriately following the dealer's written instructions for securing or preventing unauthorized access to protected dealer data, to the extent that the actions prevent the dealer from meeting a legal obligation to secure or prevent unauthorized access to protected dealer data.

(d) An authorized integrator is not liable for any action that a dealer takes directly with respect to securing or preventing unauthorized access to protected dealer data, or for actions that the dealer takes in appropriately following the authorized integrator's written instructions for securing or preventing unauthorized access to protected dealer data, to the

extent that the actions prevent the authorized integrator from meeting a legal obligation to secure or prevent unauthorized access to protected dealer data.

**SECTION 3.** Section 2 of this 2019 Act applies to a contract or other agreement that a dealer management system provider enters into or renews with a dealer on or after the effective date of this 2019 Act. For purposes of this section, a dealer management system provider renews a contract or other agreement with a dealer if during the term of the contract or other agreement the dealer management system provider unilaterally amends, deletes or adds a material provision from or to the contract or other agreement.

Passed by House June 4, 2019

.....  
Timothy G. Sekerak, Chief Clerk of House

.....  
Tina Kotek, Speaker of House

Passed by Senate June 17, 2019

.....  
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2019

Approved:

.....M.,....., 2019

.....  
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2019

.....  
Bev Clarno, Secretary of State



# **EXHIBIT S**

66th Legislature

HB0617.02

HOUSE BILL NO. 617

INTRODUCED BY B. USHER

A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING FRANCHISE LAWS; REVISING AUTOMOBILE FRANCHISE LAWS; PROVIDING THE CIRCUMSTANCES IN WHICH A MANUFACTURER IS PERMITTED TO ADD AN ADDITIONAL FRANCHISEE IN A COMMUNITY; REQUIRING DISCLOSURE OF THE ADDITIONAL FRANCHISEE AND THE ADDITIONAL LOCATION; PROVIDING THE CIRCUMSTANCES IN WHICH A MOTOR VEHICLE DEALER IS ENTITLED TO REPURCHASE OF INVENTORY, PARTS, SPECIAL TOOLS, EQUIPMENT, AND SIGNAGE BY A MANUFACTURER, DISTRIBUTOR, OR WHOLESALER; AMENDING THE PROCESS FOR ESTABLISHING WARRANTY REIMBURSEMENT RATES TO BE PAID BY A MANUFACTURER TO A DEALER; PROVIDING THE CIRCUMSTANCES WHEN A MOTOR VEHICLE DEALER IS ENTITLED TO DESIGNATE A SUCCESSOR DEALER TO INCLUDE RETIREMENT AND PROVIDING A REMEDY; PROVIDING DEFINITIONS; REVISING LAWS PERTAINING TO DATA; AMENDING SECTIONS 30-11-701, 30-11-702, 30-11-703, 30-11-705, 30-11-712, 30-11-713, 61-4-132, 61-4-133, 61-4-134, 61-4-204, 61-4-205, 61-4-206, AND 61-4-207, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE."

WHEREAS, the Legislature finds that the distribution and sale of motor vehicles within this state vitally affect the general economy of the state, the public interest, and the public welfare; and

WHEREAS, in order to promote the public interest and the public welfare and in the exercise of the state's police power, it is necessary to regulate motor vehicle manufacturers, distributors, and factory or distributor representatives and to regulate dealers of motor vehicles doing business in this state in order to prevent frauds, impositions, and other abuses upon its citizens and to protect and preserve the investments and properties of the citizens of this state.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

NEW SECTION. **Section 1. Definitions.** As used in [sections 1 through 3], the following definitions apply:

(1) "Authorized integrator" means any third party with whom a dealer has entered into a contractual relationship to perform a specific function for the dealer that permits the third party to access protected dealer

1 data or to write data to a dealer data system to carry out the specified function.

2 (2) "Dealer" has the same meaning as "new motor vehicle dealer" provided in 61-4-201 and includes any  
3 authorized dealer personnel acting on behalf of the dealer owner-operator.

4 (3) "Dealer data system" means any software, hardware, or firmware owned, leased, rented, or controlled  
5 by a dealer and used by the dealer in its business operations.

6 (4) "Dealer data vendor" means any dealer management system provider or customer relationship  
7 management system provider, or other vendor providing similar services, other than a motor vehicle manufacturer  
8 or distributor or a subsidiary or affiliate of a manufacturer or distributor, that permissibly stores protected dealer  
9 data pursuant to a contract with a dealer.

10 (5) "Fees" means charges for access to protected dealer data. Fees must be disclosed to the dealer prior  
11 to entering into a contract with a dealer data vendor and must be specified in the terms of the contract.

12 (6) "Protected dealer data" means:

13 (a) any nonpublic personal information, including information defined in 15 U.S.C. 6809 pertaining to a  
14 consumer, that is provided to a dealer by a consumer or otherwise obtained by a dealer and stored in the dealer's  
15 dealer data system; or

16 (b) any other data regarding a dealer's business operations that is stored in the dealer's dealer data  
17 system.

18 (7) "Third party" includes service providers, vendors, dealer data vendors, authorized integrators, and  
19 any other individual or entity other than the dealer. The term does not include any government entity acting  
20 pursuant to federal, state, or local law, any entity acting pursuant to a valid court order, a motor vehicle  
21 manufacturer or distributor or a subsidiary or affiliate of a motor vehicle manufacturer or distributor, or an entity  
22 acting on behalf of and with whom the manufacturer or distributor has an express agreement to preserve the  
23 privacy of protected dealer data.

24  
25 **NEW SECTION. Section 2. Prohibited actions.** (1) A third party may not:

26 (a) access, share, sell, copy, use, or transmit protected dealer data from a dealer data system without  
27 the express written consent of the dealer;

28 (b) take any action by contract, by technical means, or by any other means that would prohibit or limit  
29 a dealer's ability to protect, store, copy, share, or use any protected dealer data. This includes but is not limited  
30 to:

1 (i) imposing any fees or other restrictions on the dealer or any authorized integrator for access to or  
2 sharing of protected dealer data or for writing data to a dealer data system;

3 (ii) prohibiting any third party that the dealer has identified as one of its authorized integrators from  
4 integrating into that dealer's dealer data system, or placing unreasonable restrictions on integration by any such  
5 authorized integrator or other third party that the dealer wishes to be an authorized integrator. Examples of  
6 restrictions include but are not limited to:

7 (A) restrictions on the scope or nature of the data shared with an authorized integrator;

8 (B) restrictions on the ability of the authorized integrator to write data to a dealer data system;

9 (C) restrictions or conditions on a third party accessing or sharing protecting dealer data or writing data  
10 to a dealer data system; and

11 (D) requiring access to sensitive, competitive, or other confidential business information of a third party  
12 as a condition for access to protected dealer data or sharing protected dealer data with an authorized integrator.

13 (c) prohibit or limit a dealer's ability to store, copy, securely share, or use protected dealer data outside  
14 the dealer data system in any manner or for any reason; or

15 (d) permit access to or access protected dealer data without the express written consent of the dealer.

16 (2) Nothing in this section prevents any dealer or third party from discharging its obligations as a service  
17 provider under federal, state, or local law to protect and secure protected dealer data or to otherwise limit those  
18 responsibilities.

19 (3) A dealer data vendor or an authorized integrator is not responsible for any action taken directly by  
20 the dealer, or for any action the dealer data vendor or authorized integrator takes in appropriately following the  
21 written instructions of the dealer, to the extent that the action prevents it from meeting any legal obligation  
22 regarding the protection of protected dealer data or results in any liability as a consequence of such actions by  
23 the dealer.

24 (4) A dealer is not responsible for any action taken directly by any of its dealer data vendors or  
25 authorized integrators, or for any action the dealer takes directly in appropriately following the written instructions  
26 of any of its dealer data vendors or authorized integrators, to the extent that the action prevents it from meeting  
27 any legal obligation regarding the protection of protected dealer data or results in any liability as a consequence  
28 of such actions by the dealer data vendor or authorized integrator.

29  
30 NEW SECTION. **Section 3. Other responsibilities and restrictions.** All dealer data vendors and

1 authorized integrators:

2 (1) may access, use, store, or share protected dealer data only to the extent permitted in the contract  
3 with the dealer;

4 (2) must make any agreement regarding access to, sharing or selling of, copying, using, or transmitting  
5 protected dealer data terminable no more than 90 days' notice from the dealer;

6 (3) must, on notice of the dealer's intent to terminate its contract and in order to prevent any risk of  
7 consumer harm or inconvenience, work to ensure a secure transition of all protected dealer data to a successor  
8 dealer data vendor or authorized integrator, including but not limited to:

9 (a) providing unrestricted access to, or an electronic copy of, all protected dealer data and all other data  
10 stored in the dealer data system in a format that a successor dealer data vendor or authorized integrator can  
11 access and use; and

12 (b) deleting or returning to the dealer all protected dealer data prior to termination of the contract pursuant  
13 to any written directions of the dealer;

14 (4) must provide a dealer, on request, with a listing of all entities with whom it is sharing dealer data or  
15 with whom it has allowed access to protected dealer data; and

16 (5) must allow a dealer to audit the dealer data vendor's or authorized integrator's access to and use of  
17 any protected dealer data.

18

19 NEW SECTION. Section 4. Warranty labor reimbursement. (1) If a motor vehicle franchisor requires  
20 or permits motor vehicle franchisees to perform labor or provide parts in satisfaction of a warranty issued by the  
21 franchisor:

22 (a) the motor vehicle franchisor shall reimburse the motor vehicle franchisee for the labor as rendered  
23 and for parts and supplies, including but not limited to engine, transmission, and other parts assemblies, as  
24 furnished, in an amount equal to the prevailing retail rate charged by the franchisee for such labor or the  
25 prevailing retail markup charged by the franchisee for the parts and supplies in circumstances in which such labor  
26 is rendered or the parts and supplies are furnished other than pursuant to warranty;

27 ~~—— (b) the motor vehicle franchisor may not by agreement, restrictions on reimbursement, or in any other~~  
28 ~~way restrict the nature and extent of the labor to be rendered or the parts to be provided so that the restriction~~  
29 ~~prevents the motor vehicle franchisee from satisfying the warranty by rendering labor in a good and workmanlike~~  
30 ~~manner and providing parts that are required in accordance with generally accepted standards;~~

~~(e)(B)~~ the motor vehicle franchisor shall reimburse the motor vehicle franchisee pursuant to subsection (1)(a) for labor performed on and parts supplied for a motor vehicle by the franchisee in good faith and in accordance with the manufacturer's warranty and written repair requirements and procedures, notwithstanding any requirement that the franchisor accept the return of the motor vehicle or make payment to a consumer with respect to the motor vehicle pursuant to the provisions of Title 61, chapter 4, part 5; and

~~(d)(C)~~ (i) the motor vehicle franchisee may establish its prevailing retail labor rate or parts markup by submitting to the motor vehicle franchisor whichever of the following produces the fewer number of repair orders, all of which must be for repairs made no more than 180 days before the submission:

(A) all consecutive repair orders that include 100 sequential repair orders reflecting qualified repairs; or

(B) all repair orders closed during any period of 90 consecutive days.

(ii) The submission required under subsection ~~(1)(d)(i)~~ (1)(C)(i) may consist of:

(A) a single set of repair orders for calculating both the franchisee's prevailing retail labor rate and its parts markup;

(B) separate sets of repair orders, one for calculating the franchisee's prevailing retail labor rate and the other for calculating its parts markup; or

(C) a set of repair orders for calculating only the franchisee's prevailing retail labor rate or only its prevailing retail parts markup.

(2) The motor vehicle franchisee shall calculate its prevailing retail labor rate by determining the total charges for labor from the qualified repairs submitted and then dividing that amount by the total number of hours charged for the repairs.

(3) The motor vehicle franchisee shall calculate its prevailing retail parts markup by determining the total charges for parts from the qualified repairs submitted, dividing that amount by the franchisee's total cost of the purchase of those parts including shipping and other charges, subtracting 1, and multiplying by 100 to produce a percentage.

(4) The motor vehicle franchisee shall provide written notice to the motor vehicle franchisor of its prevailing retail labor rate or prevailing retail parts markup calculated in accordance with subsection (2) OR (3) ~~or this subsection~~ if the franchisee seeks to be compensated under subsection (1).

(5) (a) Any discounts must be allocated as indicated on the face of a repair order between parts and labor. If no such allocation is indicated, they must be allocated pro rata. Manufacturer or distributor promotional reward program cash-equivalent pay methods may not be considered discounts.

(b) As used in ~~subsection (1)(a)~~ THIS SECTION, a "qualified repair" does not include:

(i) routine maintenance, including but not limited to replacements of fluids, filters, batteries, bulbs, belts, nuts, bolts, or fasteners, unless provided in the course of and related to a repair;

(ii) replacements of or work on tires, wheels, or elements related to either tires or wheels, including but not limited to vehicle alignments and tire or wheel rotations;

(iii) repairs for which volume discounts have been negotiated with government agencies, insurers, extended warranty or service contract providers, or other third-party payors;

(iv) repairs that are the subject of motor vehicle franchisor special events, promotions, or service campaigns, or are otherwise subject to motor vehicle franchisor discounts;

(v) repairs of motor vehicles owned by the dealer or an employee of the dealer;

(vi) installations of accessories;

(vii) repairs of conditions caused by collision, road hazard, the force of the elements, vandalism, theft, or owner, operator, or third-party negligence or deliberate acts;

(viii) safety or vehicle emission inspections required by law;

(ix) vehicle reconditioning;

(x) parts sold ~~or labor performed~~ at wholesale;

(xi) repairs using after-market parts; or

(xii) goodwill repairs or replacements approved and reimbursed by the motor vehicle franchisor.

(6) (a) The prevailing retail labor rate or the prevailing retail parts markup that is declared must go into effect 30 days following the motor vehicle franchisor's receipt of the notice referred to in subsection (2), unless within the 30-day period the franchisor contests the declaration by written notice of objection, received by the motor vehicle franchisee within the 30-day period, that the declared rate or markup is materially inaccurate.

(b) The objection must contain:

(i) a full explanation of any and all reasons that the declared rate is materially inaccurate;

(ii) evidence substantiating each stated reason;

(iii) a copy of all calculations used by the franchisor to demonstrate the material inaccuracy; and

(iv) a proposed adjusted retail labor rate or retail parts rate, as applicable, ~~based on the qualified repair orders submitted by the franchisee.~~

(c) The motor vehicle franchisor may not submit more than one notice of objection to the motor vehicle franchisee with respect to any declared labor rate or retail parts markup, except in connection with litigation. After

1 submitting the notice of objection, the franchisor may not add to, expand, supplement, or otherwise modify any  
2 element of the objection, including but not limited to its grounds for contesting the labor rate or parts markup,  
3 except in connection with litigation.

4 (d) A revision or supplement to a submission to correct or clarify the submission does not constitute a  
5 new submission for any purpose, including but not limited to that of subsection (9).

6 (7) In a judicial proceeding or a department proceeding involving an application or enforcement of the  
7 provisions of 61-4-203, 61-4-204, and 61-4-210(4):

8 (a) the issue must be limited to whether the labor rate or parts markup submitted by the motor vehicle  
9 franchisee was materially inaccurate;

10 (b) the motor vehicle franchisor has the burden of proof; and

11 (c) any resolution of the matter must be retroactive to the date 30 days following the franchisor's receipt  
12 of the franchisee's submission.

13 (8) A motor vehicle franchisor may not directly or indirectly:

14 (a) (i) require a motor vehicle franchisee to establish or alter its labor rate or parts markup by any means  
15 or methodology other than as prescribed in 61-4-204; or

16 (ii) except to object to or rebut a franchisee's declared retail labor rate or parts markup, itself initiate a  
17 process to establish or alter that labor rate or parts markup, including but not limited to:

18 (A) substituting any other purported qualified repair order sample for that submitted, ~~or submittable~~, by  
19 a franchisee, including but not limited to the use, for purposes of establishing or reducing the franchisee's labor  
20 rate, of the franchisee's sample submitted for purposes of establishing or increasing its parts markup, or the use,  
21 for purposes of establishing or reducing the franchisee's parts markup, of the franchisee's sample submitted for  
22 purposes of establishing or increasing its labor rate; or

23 (B) imposing an unduly burdensome or time-consuming method or requiring information that is unduly  
24 burdensome or time-consuming to provide, including but not limited to part-by-part or transaction-by-transaction  
25 calculations;

26 (b) recover or attempt to recover all or any portion of the franchisor's costs for compensating its dealers  
27 for warranty labor, parts, or supplies, either by reduction in the amount due or by separate charge or a surcharge  
28 to the wholesale price paid by the dealer to the franchisor for any product, including motor vehicles and parts;

29 (c) establish or implement a special part number for parts used in warranty work if it results in lower  
30 compensation to the franchisee than as calculated in this section;



1 (d) require, influence, or attempt to influence a franchisee to implement or change the prices for which  
2 it sells parts or labor in retail repairs;

3 (e) take or threaten to take adverse action against a franchisee who seeks to obtain compensation  
4 pursuant to this section, or dissuade or discourage the franchisee from doing so, including but not limited to:

5 (i) creating or implementing an obstacle or process that is inconsistent with the franchisor's obligations  
6 to the franchisee under this section;

7 (ii) acting or failing to act, other than in good faith;

8 (iii) hindering, delaying, or rejecting the proper and timely payment of compensation due under this  
9 section to a franchisee;

10 (iv) establishing, implementing, enforcing, or applying any policy, standard, rule, program, or incentive  
11 regarding compensation due under this section other than in a uniform and consistent manner among the  
12 franchisor's franchisees in this state; or

13 (v) conducting or threatening to conduct any warranty repair, nonwarranty repair, or other service-related  
14 audit; or

15 (e) implement or continue a policy, procedure, or program to any of its franchisees for compensation that  
16 is inconsistent with this section.

17 (9) A motor vehicle franchisee may not submit, to establish or increase rates paid pursuant to subsection  
18 (1)(d):

19 (a) its warranty labor rate more than once in a 12-month period; and

20 (b) its warranty parts markup more than once in a 12-month period.

21 (10) A recreational motor vehicle franchisee's warranty compensation for parts means actual wholesale  
22 cost plus a minimum 30% handling charge and any freight costs incurred to return the removed parts to the  
23 recreational motor vehicle franchisor.

24 (11) If a motor vehicle franchisor supplies a part or parts to a motor vehicle franchisee at no cost or at  
25 a reduced cost for use in fulfilling a warranty, the franchisor must compensate the franchisee for the franchisee's  
26 cost of the part, if any, plus an amount equal to the franchisee's prevailing retail parts markup, multiplied by the  
27 fair wholesale value of the part. The fair wholesale value of the part is the greater of:

28 (a) the amount the franchisee paid for the part or a substantially identical part if already owned by the  
29 franchisee;

30 (b) the cost of the part shown in a current or prior established price schedule of the franchisor; or

1 (c) the cost of a substantially identical part shown in a current or prior established price schedule of the  
2 franchisor.

3 (12) (a) The motor vehicle franchisor shall reimburse the motor vehicle franchisee for parts supplied and  
4 labor rendered under a warranty within 30 days after approval of a claim for reimbursement.

5 (b) All claims for reimbursement must be approved or disapproved within 30 days after receipt of the  
6 claim by the motor vehicle franchisor. When a claim is disapproved, the motor vehicle franchisee must be notified  
7 in writing of the grounds for the disapproval. A claim that has been approved and paid may not be charged back  
8 to the franchisee unless it can be shown that the claim was false or fraudulent, that the labor was not properly  
9 performed, or that the parts or labor were unnecessary to correct the defective condition.

10 (c) A manufacturer may not deny a claim or reduce the amount to be reimbursed to the dealer if the  
11 dealer has provided reasonably sufficient documentation demonstrating that the dealer performed the services  
12 in compliance with the written policies and procedures of the manufacturer known to the dealer at the time of  
13 submission of the claim.

14 (d) A manufacturer may not deny a claim based solely on a dealer's incidental failure to comply with a  
15 specific claim processing requirement, such as a clerical error or other administrative technicality that does not  
16 put into question the legitimacy of the claim.

17 (e) A franchisor may not audit a claim after the expiration of 12 months following the payment of the  
18 claim.

19 (13) For the purposes of this section, the following definitions apply:

20 (a) "Labor" means work or service performed, including that of a diagnostic character, with respect to  
21 repair of a motor vehicle.

22 (b) "Parts" means original or replacement parts, accessories, and components with respect to a motor  
23 vehicle, including engine, transmission, and other parts assemblies.

24 (c) "Qualified repair" means a repair to a vehicle that:

25 (i) would have come within the motor vehicle franchisor's new vehicle warranty but for the vehicle having  
26 exceeded the ~~chronological~~ TIME or mileage limit of the warranty;

27 (ii) does not otherwise constitute warranty work; and

28 (iii) does not constitute any of the work encompassed by subsection (5)(b).

29 (d) "Qualified repair order" means a repair order that encompasses, in whole or in part, a qualified repair  
30 or repairs.

(e) "Repair order" means an invoice paid by a retail customer and closed as of the time of submission, encompassing one or more repairs to or other work on a vehicle, and reflecting, in the case of a prevailing retail parts markup submission, the cost of each part and its sale price, and in the case of a prevailing retail labor rate submission, the labor hours allocated to each job and the sale price of the labor. The invoice may be submitted in electronic form.

(f) "Warranty" means, in addition to a new motor vehicle warranty, predelivery preparation, a recall, or a certified pre-owned warranty, in each case issued or administered by a motor vehicle franchisor.

**Section 5.** Section 30-11-701, MCA, is amended to read:

**"30-11-701. Definitions.** As used in this part, the following definitions apply:

(1) "Cancellation" or "canceled" means the cessation, termination, or discontinuance of a dealership contract. The term includes but is not limited to resignation, termination, surrender, discontinuance, nonrenewal, refusal to renew, or expiration of a dealership contract.

~~(1)~~(2) "Current net price" means:

(a) with respect to a dealership contract, the price listed in the wholesaler's, manufacturer's, or distributor's price list or catalog in effect at the time a dealership contract is discontinued or, if none is then in effect, the last available price so listed; and

(b) with respect to a distribution contract, the price listed in the manufacturer's or distributor's price list or catalog in effect at the time a distribution contract is discontinued or, if none is then in effect, the last available price so listed.

~~(2)~~(3) "Dealership contract" means a written contract between a retailer and a wholesaler, manufacturer, or distributor in which the retailer becomes a dealer in goods sold by the wholesaler, manufacturer, or distributor, evidenced by a franchise agreement, sales agreement, security agreement, or other similar agreement or arrangement.

~~(3)~~(4) "Distribution contract" means a written contract between a wholesaler and a manufacturer or distributor in which the wholesaler becomes a dealer in goods sold by the manufacturer or distributor, evidenced by a franchise agreement, sales agreement, security agreement, or other similar agreement or arrangement.

~~(4)~~(5) "Inventory" means:

(a) farm implements, machinery, attachments, and repair parts;

(b) industrial and construction equipment and repair parts;

(c) new motor vehicles, trucks, trailers, semitrailers, pole trailers, travel trailers, and repair parts sold by a dealer as defined in 61-1-101;

(d) motorcycles, motor-driven cycles, recreational vehicles, and quadricycles, as those terms are defined in 61-1-101, and repair parts;

(e) snowmobiles, as defined in 23-2-601, and repair parts;

(f) off-highway vehicles, as defined in 23-2-801, and repair parts; and

(g) vessels, as defined in 23-2-502, detachable motors or engines used to propel vessels, and repair parts.

~~(5)~~(6) "Net cost" means:

(a) with respect to a dealership contract, the price actually paid for an inventory item by the retailer to the wholesaler, manufacturer, or distributor, plus applicable freight costs paid by or charged to the retailer; and

(b) with respect to a distribution contract, the price actually paid for an inventory item by the wholesaler to a manufacturer or distributor, plus applicable freight costs paid by or charged to the wholesaler.

~~(6)~~(7) "Retailer" or "retail dealer" means any individual, partnership, association, or corporation engaged in the business of selling inventory, as defined in this section, to the general public.

~~(7)~~(8) "Wholesaler" means any individual, partnership, association, or corporation engaged in the business of selling inventory, as defined in this section, to retailers."

**Section 6.** Section 30-11-702, MCA, is amended to read:

**"30-11-702. Repurchase of inventory items upon cancellation of dealership or distribution contract.** (1) ~~If a retailer enters into~~ Upon cancellation of a written dealership contract between a retailer and a wholesaler, manufacturer, or distributor, and either the wholesaler, manufacturer, distributor, or retailer cancels the contract, such wholesaler, manufacturer, or distributor shall, at the retailer's request, pay to the retailer, or credit to the retailer's account if the retailer has outstanding any sums owing the wholesaler, manufacturer, or distributor, an amount equal to:

(a) 100% of the net cost of all new, ~~unused~~, undamaged, and complete inventory items held by the dealer at the time of cancellation, INCLUDING VEHICLES WITH LESS THAN 1,000 MILES ON THE ODOMETER, plus cost of freight to return the inventory; and

(b) 100% of the current net price of each repair part carried on the most recent price list or catalog or the last catalog or price list in which the repair part was listed as provided by the manufacturer or distributor and

1 held by the dealer at the time of cancellation, plus cost of freight to return the repair parts.

2 (2) ~~If a wholesaler enters into~~ Upon cancellation of a written distribution contract ~~and either the~~  
3 ~~wholesaler, manufacturer, or distributor cancels the contract,~~ entered into between a wholesaler and a  
4 manufacturer or distributor, the manufacturer or distributor shall, at the wholesaler's request, pay to the  
5 wholesaler, or credit to the wholesaler's account if the wholesaler has outstanding any sums owing to the  
6 manufacturer or distributor, an amount equal to:

7 (a) 100% of the net cost of all new, ~~unused,~~ undamaged, and complete inventory items, except repair  
8 parts, held by the wholesaler at the time of cancellation, INCLUDING VEHICLES WITH LESS THAN 1,000 MILES ON THE  
9 ODOMETER; and

10 (b) 100% of the current net price of each repair part carried on the most recent price list or catalog or  
11 the last catalog or price list in which the repair part was listed as provided by the manufacturer or distributor and  
12 held by the wholesaler at the time of cancellation.

13 (3) Payment or allowance of credit to the retailer's or wholesaler's account of the sum required in  
14 subsection (1) or (2) must be made within 60 days of the ~~return of the inventory items to the wholesaler,~~  
15 ~~manufacturer, or distributor~~ retailer's or wholesaler's repurchase request. Title to such inventory items passes  
16 to the wholesaler, manufacturer, or distributor upon making such payment.

17 (4) A manufacturer or distributor has 30 days FROM THE DATE OF THE REPURCHASE REQUEST to complete,  
18 at the retailer's or wholesaler's place of business, an inventory, evaluation, and analysis of the items for which  
19 the retailer or wholesaler requests compensation under subsection (3). The retailer or wholesaler shall, on  
20 request, make all of the items available to the manufacturer or distributor, at the retailer's or wholesaler's place  
21 of business during normal business hours, to complete an inventory, evaluation, and analysis. The 30-day  
22 deadline must be tolled during delays caused by acts of God, fire, flood, blackouts, riots, or terrorist acts."

23  
24 **Section 7.** Section 30-11-703, MCA, is amended to read:

25 **"30-11-703. Excepted inventory.** The following inventory is not subject to the repurchase requirements  
26 of 30-11-702:

27 (1) any repair part that has a limited storage life or is otherwise subject to deterioration, such as rubber  
28 items, gaskets, or wet-charge batteries;

29 (2) any repair part that is in a broken or damaged package;

30 (3) any single repair part that is priced as a set of two or more items;

(4) any repair part that because of its condition is not resalable as a new part without repackaging or reconditioning;

(5) any inventory for which the retailer is unable to furnish evidence satisfactory to the wholesaler, manufacturer, or distributor of title, free and clear of all claims, liens, and encumbrances;

(6) any inventory the retailer desires to keep, if the retailer has a contractual right to do so;

(7) any inventory item other than a repair part that is not in essentially new, ~~unused~~, undamaged, and complete condition;

(8) any repair part that is not in new, unused, or undamaged condition;

(9) any inventory item, other than a repair part, that has been stocked for 36 months or more prior to notice of termination of the contract;

(10) any inventory that was ordered by the retailer after the date of notification of termination of the contract; and

(11) any inventory that was acquired from any source other than the wholesaler, manufacturer, or distributor. However, inventory acquired by trade between or among dealers of the same wholesaler, manufacturer, or distributor in the ordinary course of business is subject to the repurchase requirements of 30-11-702."

**Section 8.** Section 30-11-705, MCA, is amended to read:

**"30-11-705. Reimbursement for or repurchase of signs, special equipment, and special tools.**

Upon the ~~termination, cancellation, nonrenewal, or refusal to continue~~ of a dealership contract, by a wholesaler, manufacturer, or distributor shall, at the retailer's request, pay the retailer, or distributor, credit to the retailer's account if the retailer has outstanding any sums owing the wholesaler, manufacturer, or distributor, ~~shall pay the retailer an amount equal to:~~

(1) the original cost, adjusted for the remaining useful life, of each sign owned by the retailer that bears a common name, trade name, or trademark of the wholesaler, manufacturer, or distributor, ~~if the acquisition of~~ acquired from any source, because the sign was recommended or required by the wholesaler, manufacturer, or distributor;

(2) (a) the original cost, adjusted for the remaining useful life, of all special equipment and special tools purchased or leased by the retailer that were acquired from the wholesaler, manufacturer, or distributor or sources approved by the wholesaler, manufacturer, or distributor and that were recommended or required by the

1 wholesaler, manufacturer, or distributor; or

2 (b) if ~~the a sign, item of special equipment, or special tool~~ has a service agreement or if the sign, item  
 3 of special tools are equipment, or special tool is leased by the retailer, the amounts ~~that are~~ required to ~~terminate~~  
 4 be paid upon termination of the service agreement or the lease under the terms of the service or lease  
 5 agreement; and

6 (3) the cost of removing, repairing damage caused by removal, transporting, handling, packing, and  
 7 loading the signs, special equipment, and special tools."

8

9 **Section 9.** Section 30-11-712, MCA, is amended to read:

10 **"30-11-712. Civil liability.** If any wholesaler, manufacturer, or distributor fails or refuses to repurchase  
 11 or reimburse a wholesaler for any inventory or a retailer for any inventory, signs, special equipment, or special  
 12 tools as required by 30-11-702, the wholesaler, manufacturer, or distributor is liable in a civil action for ~~100% of~~  
 13 ~~the current net price of the inventory, plus any freight charges paid by the retailer or wholesaler, the retailer's or~~  
 14 ~~wholesaler's attorney fees, and court costs;~~

15 (1) all sums required under this part;

16 (2) storage charges at the market rate for warehouse storage in the retailer's community plus any floor  
 17 plan, interest, or similar inventory financing charges incurred by the retailer or wholesaler, commencing on the  
 18 31st day after the repurchase request;

19 (3) interest on all sums due from the date of the wholesaler's or retailer's request as provided in this  
 20 section, at the rate of 15% a year A RATE CALCULATED PURSUANT TO 25-9-205 until paid; and

21 (4) the retailer's or wholesaler's attorney fees, court costs, and litigation expenses."

22

23 **Section 10.** Section 30-11-713, MCA, is amended to read:

24 **"30-11-713. Remedy as supplemental.** (1) The provisions of this part are supplemental to any  
 25 agreement between:

26 (a) the retailer and wholesaler, manufacturer, or distributor governing the inventory, signs, special  
 27 equipment, or special tools; or

28 (b) the wholesaler and manufacturer or distributor governing the inventory.

29 (2) The retailer or wholesaler may elect to pursue either contract remedies or the remedy provided in  
 30 ~~30-11-702~~ this part. An election to pursue contract remedies does not bar the retailer's or wholesaler's right to

1 the remedy provided in ~~30-11-702~~ this part with regard to any inventory ~~not covered by contract~~, PARTS, signs,  
 2 special equipment, or special tools THAT ARE NOT INCLUDED IN CONTRACT REMEDIES, provided that the retailer or  
 3 wholesaler is not entitled to recover more than one time on any claim of loss or damage."

4  
 5 **Section 11.** Section 61-4-132, MCA, is amended to read:

6 **"61-4-132. Right of designated family member to succeed in dealership ownership.** (1) Any  
 7 designated family member of a retiring, deceased, or incapacitated dealer may succeed the dealer in the  
 8 ownership or operation of the dealership under the existing franchise or distribution agreement if upon the retiring  
 9 dealer or the family member gives of a deceased or incapacitated dealer giving the manufacturer, factory branch,  
 10 distributor, or importer of new motor vehicles written notice of the intention to succeed the dealer in the ownership  
 11 or operation of the dealership ~~do so~~ within 120 days of PRIOR TO the dealer's expected date of retirement or WITHIN  
 12 120 DAYS AFTER the death or incapacity and unless there exists good cause for refusal to honor the succession  
 13 on the part of the manufacturer, factory branch, distributor, or importer of the dealer. The manufacturer, factory  
 14 branch, distributor, or importer may refuse to honor the notice of succession only for good cause in the manner  
 15 provided for in 61-4-133.

16 (2) The manufacturer, factory branch, distributor, or importer may request, and the designated family  
 17 member shall provide, ~~upon~~ on request, personal and financial data that is reasonably necessary to determine  
 18 whether the succession should be honored. The designated family member must meet the manufacturer's, factory  
 19 branch's, distributor's, or importer's reasonable, uniformly applied written requirements to be a dealer or shall  
 20 employ. IF THE DESIGNATED FAMILY MEMBER LACKS EXPERIENCE REQUIRED TO MEET THOSE REQUIREMENTS, THEN THE  
 21 MANUFACTURER SHALL ALLOW THE SUCCESSOR A REASONABLE AMOUNT OF TIME TO MEET THOSE REQUIREMENTS  
 22 PROVIDED THAT DURING THE PERIOD, THE SUCCESSOR EMPLOYS an individual who is qualified and experienced as  
 23 a general manager to manage the day-to-day operations of the motor vehicle dealership."

24  
 25 **Section 12.** Section 61-4-133, MCA, is amended to read:

26 **"61-4-133. Refusal to honor succession to ownership -- notice required.** (1) If a manufacturer,  
 27 factory branch, distributor, or importer believes that good cause exists for refusing to honor the succession to the  
 28 ownership and operation of a dealership by a designated family member ~~of a deceased or incapacitated dealer~~  
 29 under the existing franchise agreement as provided for in this part, the manufacturer, factory branch, distributor,  
 30 or importer may, within 30 days of receipt of notice of the designated family member's intent to succeed the dealer



1 in the ownership and operation of the dealership, serve upon the designated family member and the department  
 2 notice of its refusal to honor the succession and of its intent to discontinue the existing franchise agreement with  
 3 the dealership no sooner than 90 days from the date the notice is served.

4 (2) The notice must state the specific grounds for the refusal to honor the succession and of its intent  
 5 to discontinue the existing franchise agreement with the dealership no sooner than 90 days from the date the  
 6 notice is served.

7 (3) If notice of refusal and discontinuance is not timely served upon the designated family member and  
 8 the department or if the department rules in favor of the designated family member complainant in a hearing held  
 9 pursuant to 61-4-134, the franchise agreement must continue in effect subject to termination only as otherwise  
 10 permitted by law.

11 (4) In the event that a manufacturer, factory branch, distributor, or importer refuses to honor the family  
 12 member's succession to the ownership and operation of the dealership without complying with this part, the  
 13 designated family member may commence a proceeding before the department for declaratory judgment against  
 14 the manufacturer, factory branch, distributor, or importer for an order that the designated family member's right  
 15 to succession be recognized. The burden of proof, rights, and remedies in the action are the same as if the  
 16 designated family member had filed a notice of objection to a notice of refusal and discontinuance filed by a  
 17 manufacturer, factory branch, distributor, or importer."

18  
 19 **Section 13.** Section 61-4-134, MCA, is amended to read:

20 **"61-4-134. Procedure to determine right to succeed.** (1) Any designated family member who receives  
 21 notice of the manufacturer's, factory ~~branch~~ branch's, distributor's, or importer's refusal to honor the family  
 22 member's succession to the ownership and operation of the dealership may, within the 90-day period, ~~file with~~  
 23 ~~the department a verified complaint for a hearing and determination by the department on whether good cause~~  
 24 ~~exists for refusal and discontinuance~~ file a written complaint with the department for a hearing and determination  
 25 by the department as to whether good cause exists for refusal to honor the designated family member's  
 26 succession to the operation and ownership of the dealership.

27 (2) The manufacturer, factory branch, distributor, or importer must establish good cause for refusal by  
 28 showing that the designated family member failed to comply with the provisions of 61-4-132(2) and OR that the  
 29 succession would be detrimental to the public interest or to the representation of the manufacturer, factory  
 30 branch, distributor, or importer pursuant to 61-4-206 and 61-4-207.

1 (3) The franchise agreement must continue in effect until the final adjudication by the department on the  
2 ~~verified complaint~~ written complaint and the exhaustion of all appellate remedies available to the designated  
3 family member. The manufacturer, factory branch, distributor, or importer and the designated family member shall  
4 abide by the terms of the franchise agreement and the laws of Montana during adjudication by the department  
5 and the appeals process.

6 (4) If the manufacturer, factory branch, distributor, or importer prevails, the department shall include in  
7 its order approving the termination of the franchise agreement reasonable conditions affording the ~~complainant~~  
8 designated family member an opportunity to receive fair and reasonable compensation for the value of the  
9 dealership.

10 (5) Any decision by the department may be reviewed pursuant to Title 2, chapter 4, part 7."  
11

12 **Section 14.** Section 61-4-204, MCA, is amended to read:

13 **"61-4-204. Filing agreement -- product liability.** (1) A franchisee shall, at the time of application for  
14 a new motor vehicle dealer license under the provisions of 61-4-101, file with the department a certified copy of  
15 the franchisee's written agreement with a manufacturer and a certificate of appointment as dealer or distributor.  
16 The certificate of appointment must be signed by an authorized agent of the manufacturer of domestic motor  
17 vehicles whenever there is a direct manufacturer dealer agreement or by an authorized agent of the distributor  
18 whenever the manufacturer is wholesaling through an appointed distributorship. The certificate must be signed  
19 by an authorized agent of the importer of foreign-made vehicles whenever there is a direct importer-dealer  
20 agreement or by an authorized agent of the distributor whenever there is an indirect distributor-dealer agreement.  
21 The distributor's certificate of appointment must be signed by an authorized agent of the manufacturer of  
22 domestically manufactured motor vehicles or by an authorized agent of the manufacturer or importer of  
23 foreign-made motor vehicles.

24 (2) A franchisee need not file a written agreement or certificate of appointment if the manufacturer on  
25 direct dealerships or distributor on indirect dealerships or importer on direct dealerships uses the identical basic  
26 agreement for all its franchised dealers or distributors in this state and certifies in the certificate of appointment  
27 that the blanket agreement is on file and the written agreement with the particular dealer or distributor,  
28 respectively, is identical with the filed blanket agreement and that the franchisee has filed with the department  
29 one agreement together with a list of franchised dealers or distributors.

30 (3) A franchisor shall notify the department within 30 days of any revision of or addition to the basic

1 agreement on file or of any franchise supplement to the agreement. Annual renewal of a certificate filed as  
2 provided in this section is not required.

3 (4) A manufacturer shall file with the department a copy of the delivery and preparation obligations  
4 required to be performed by a dealer prior to the delivery of a new motor vehicle to a buyer. These delivery and  
5 preparation obligations constitute the dealer's only responsibility for product liability as between the dealer and  
6 the manufacturer. Any mechanical, body, or parts defects arising from an express or implied warranty of the  
7 manufacturer constitute the manufacturer's product or warranty liability only. A manufacturer may not refuse a  
8 dealer's demand for defense and indemnity of a claim to which the dealer has been joined as a party, alleging  
9 manufacturer's negligence or breach of the manufacturer's warranty or product liability based on the mere  
10 allegations of the complaint without a thorough REASONABLE investigation of the facts and determination that the  
11 dealer failed to perform the dealer's delivery and preparation obligations as required by this subsection or  
12 otherwise violated a legal duty owed to the claimant OR MANUFACTURER. However, this section may not affect the  
13 obligations of new motor vehicle dealers to perform warranty repair and maintenance that may be required by  
14 law or contract. Except with regard to household appliances, including but not limited to ranges, refrigerators, and  
15 water heaters, in a recreational vehicle and except with regard to a truck rated at more than 10,000 pounds gross  
16 vehicle weight, the manufacturer shall compensate an authorized dealer for labor, parts, and other expenses  
17 incurred by a dealer who performs work to rectify the manufacturer's product or warranty defect or for delivery  
18 and preparation obligations as provided in this part at the same rate and time the dealer charges to its retail  
19 customers for nonwarranty work of a like kind, based upon a published, nationally recognized, retail flat-rate labor  
20 time guide manual if the dealer uses the manual as the basis for computing charges for both warranty and retail  
21 work.

22 (5) ~~(a)~~ All claims made by the dealer pursuant to this section part for compensation for delivery,  
23 preparation, ~~warranty~~, and recall service, including labor, parts, and other expenses, and claims made for  
24 incentives must be paid by the manufacturer within 30 days of receipt of the claim from the dealer, UNLESS THE  
25 CLAIM IS PROPERLY DISAPPROVED, except that a manufacturer of a motor home shall pay any claim within 60 days  
26 of receipt from the dealer.

27 ~~(b) If a claim is disapproved, the dealer must be notified in writing of the grounds for disapproval. A claim~~  
28 ~~that has not been disapproved in writing within 30 days of having been received must be considered approved,~~  
29 ~~and payment is due to the claimant immediately. However, the manufacturer retains the right to audit a claim for~~  
30 ~~a period of 12 months following the payment of the claim.~~

~~1 (c) A claim that has been approved and paid may not be charged back to the dealer unless the  
2 manufacturer proves that:~~

~~3 (i) the claim was false or fraudulent;~~

~~4 (ii) the repairs were not properly made; or~~

~~5 (iii) the repairs were not necessary to correct the defective condition.~~

~~6 (d) A manufacturer may not deny a claim or reduce the amount to be reimbursed to the dealer if the  
7 dealer has provided reasonably sufficient documentation demonstrating that the dealer performed the services  
8 in compliance with the written policies and procedures of the manufacturer. A manufacturer may not deny a claim  
9 based solely on a dealer's incidental failure to comply with a specific claim processing requirement, such as a  
10 clerical error or other administrative technicality that does not put into question the legitimacy of the claim.~~

(6) Notwithstanding the terms of any agreement, the franchisor may not refuse to allocate, sell, or deliver  
motor vehicles, may not penalize a dealer, may not charge back or withhold payments or other things of value  
for which the dealer is otherwise ~~eligible~~ entitled under a sales promotion, program, or contest, and may not  
prevent the dealer from participating in any promotion, program, or contest based on the dealer's selling of a  
motor vehicle to a customer who was present at the dealership and that the dealer did not know or could not have  
reasonably known that the motor vehicle would be shipped to a foreign country. There is a rebuttable presumption  
that the dealer did not know or could not have reasonably known that the vehicle would be shipped to a foreign  
country if the motor vehicle is titled in the United States.

~~(7) A franchisor may not recover or seek to recover any of its costs for compensating a dealer for  
warranty work, including labor and parts, or for the dealer's participation in incentives by imposing on the dealer  
any charge or surcharge to the wholesale price paid by the dealer to the franchisor for any product, including  
motor vehicles and parts.~~

~~(7)~~ (7) A franchisor may reasonably and periodically audit a motor vehicle dealer to determine the validity  
of paid claims or charge-backs for customer or dealer incentives.

~~(9)~~ (8) A dealer has 60 days from the date of notification by a manufacturer of a denial or a charge-back  
to the dealer to resubmit a claim for payment or compensation if the claim was denied for a dealer's incidental  
failure as set forth in ~~subsection (5)(d)~~ [section 4(12)(d)], regardless of whether the denial or charge-back was  
a direct or an indirect transaction.

~~(10)~~ (9) A dealer has 90 days after the expiration of a franchisor incentive program, or a longer time if  
provided by the franchise agreement, to submit a claim for payment or compensation under the program.

~~(11)~~(10) Notwithstanding the terms of a franchise agreement or other contract with a dealer ~~and except~~  
~~as provided in subsection (5)(c)~~, after the expiration of 1 year after the date of payment of a motor vehicle claim  
 or 1 year from the end of a program that does not exceed 1 year in length, whichever is later, a franchisor may  
 not:

(a) charge back to a dealer, whether directly or indirectly, the amount of a claim that has been approved  
 and paid by the franchisor under an incentive program;

(b) charge back to a dealer, whether directly or indirectly, the cash value of a prize or other thing of value  
 awarded to the dealer under an incentive program; or

(c) audit the records of a dealer to determine compliance with the terms of an incentive program.

~~(12)~~(11) Subsection ~~(11)~~(10) does not prohibit a franchisor from making charge-backs to a dealer for  
 fraud at any time as permitted by ~~subsection (5)(c)~~ this section 27-2-203.

~~(13)~~(12) The dealer shall furnish the purchaser of a new motor vehicle with a signed copy of the  
 manufacturer's delivery and preparation requirements indicating that each of those requirements has been  
 performed.

(13) Any violation of this section constitutes a prohibited practice."

**Section 15.** Section 61-4-205, MCA, is amended to read:

**"61-4-205. Limitations on cancellation and termination.** (1) Notwithstanding the terms, provisions,  
 or conditions of any agreement or franchise, a franchisor may not cancel, terminate, or refuse to continue a  
 franchise unless the franchisor has cause for termination or noncontinuance.

(2) A franchisor may not enter into a franchise for the purpose of establishing an additional new motor  
 vehicle dealership in any community in which the same line-make is then represented unless there is good cause  
 for an additional new motor vehicle dealership under a franchise and it is in the public interest.

(3) (a) If a franchisor seeks to terminate or not continue a franchise or seeks to enter into a franchise  
 establishing an additional new motor vehicle dealership of the same line-make, the franchisor shall, not less than  
 60 days prior to the intended action, and the franchisee may, at any time, file a notice with the department of  
 intention to terminate or not continue the franchise or to enter into a franchise for additional representation of the  
 same line-make. A notice of intention to terminate or not continue a franchise is not required from a franchisor  
 until the conclusion of any review proceeding of that intention offered to the franchisee under the franchise. This  
 section does not apply to an intended termination or noncontinuance of a franchise that the franchisee elects

1 voluntarily, pursuant to a plan established by a franchisor, to submit to binding arbitration.

2 (b) The notice to be filed with the department of a franchisor's intention to enter into a franchise for  
3 additional representation of the same line-make must name the proposed additional franchisee and must identify  
4 by legal description or street address the additional location in the community. A change in the identity of the  
5 proposed additional franchisee or of the additional location in the community may only be accomplished by the  
6 withdrawal of the initial notice and the filing of a new notice. No more than one notice of intention to enter into a  
7 franchise for additional representation of the same line-make in the same community may be made by a  
8 franchisor in a 3-calendar year period WITHIN 3 CALENDAR YEARS OF THE DATE OF FINAL DISPOSITION OF A NOTICE OF  
9 INTENTION.

10 (c) If good cause is not found under this part or if the franchisor withdraws or dismisses a proceeding  
11 under this part, a franchisee who objected to a proceeding initiated by a franchisor under this part is entitled to  
12 recover from the franchisor reasonable attorney fees, costs, and expenses, including expert witness and  
13 consultant fees incurred in resisting the proceeding.

14 (4) Upon receiving a notice of intention under the provisions of subsection (3), the department shall,  
15 within 5 days of receipt of a notice of intention, send by certified mail, with return receipt requested, a copy of the  
16 notice to the franchisor and to the franchisee whose franchise the franchisor seeks to establish, terminate, or not  
17 continue. If the notice states an intent to establish an additional new motor vehicle dealership, a copy of the notice  
18 must be sent within 5 days of receipt to all franchisees in the community who are then engaged in the business  
19 of offering to sell or selling the same line-make. Copies of notices must be addressed to the principal place of  
20 business of each recipient and to the statutory agent of each corporate recipient. The department may also give  
21 a copy of the franchisor's notice to any other parties whom the department may consider interested persons.

22 (5) In instances where the change in ownership has the effect of the sale of the franchise, the franchisor  
23 may not without good cause withhold its consent to the sale. Good cause relates only to the transferee's financial  
24 and managerial capabilities or to the inability of the transferee to comply with a state or federal law relating to new  
25 motor vehicle dealerships. The burden of establishing good cause is upon the franchisor.

26 (6) Notwithstanding the terms, provisions, or conditions of an agreement or franchise, in the event of the  
27 sale or transfer of ownership of the franchisee's dealership by sale or transfer of the business or by stock transfer  
28 to the dealer's or wholesaler's spouse or child, the franchisor shall give effect to the sale or transfer of ownership  
29 in the franchise unless the transfer of the franchisee's new motor vehicle dealer's or wholesaler's license is denied  
30 or the new owner is unable to obtain a license under the laws of this state.

1 (7) If a franchisor enters into or attempts to enter into a franchise, whether upon termination or refusal  
2 to continue another franchise or upon the establishment of an additional new motor vehicle dealership in a  
3 community where the same line-make is then represented, without first complying with the provisions of this part,  
4 a license under Title 23 or 61-4-101 may not be issued to that franchisee or proposed franchisee to engage in  
5 the business of selling new motor vehicles manufactured or distributed by that franchisor.

6 (8) A franchisor shall, unless a new franchisor of the line-make continues or replaces the dealer's  
7 franchise under subsection (10), compensate the dealer as provided in subsection (9) if the franchisor renders  
8 itself incapable of performing under a franchise agreement or renders a distributor incapable of performing under  
9 a franchise agreement by:

10 (a) selling or otherwise transferring some or all of the assets essential to the manufacture or distribution  
11 of the line-make covered by the franchise agreement;

12 (b) ceasing production of the line-make; or

13 (c) terminating, canceling, or not renewing the distributor's rights to distribute the line-make.

14 (9) (a) A franchisor considered incapable of performing under subsection (8) shall compensate the  
15 affected dealer in an amount equal to the greater of:

16 (i) the actual pecuniary loss that the dealer and its owners suffered as a result of the termination,  
17 cancellation, or failure to renew; or

18 (ii) the higher of the fair market value of the franchise on the following dates:

19 (A) the effective date of the termination, cancellation, or failure to renew;

20 (B) the date 1 year prior to the effective date of termination, cancellation, or failure to renew; or

21 (C) the day prior to the date on which the franchisor announces the action that results in the termination,  
22 cancellation, or failure to renew.

23 (b) The compensation required by this subsection (9) must be paid to the dealer within 30 days of the  
24 affected parties' mutual agreement in writing as to the amount of the compensation. If an agreement on  
25 compensation is not reached within 90 days of the effective date of the termination, cancellation, or failure to  
26 renew, an affected dealer may bring an action for a determination of the amount of compensation due and for  
27 recovery of that amount, plus costs and attorney fees.

28 (10) If, as a result of any of the circumstances described in subsection (8), an entity other than the original  
29 manufacturer or distributor of a line-make becomes the manufacturer or distributor for the line-make and intends  
30 to distribute motor vehicles of that line-make in this state, the entity shall honor the franchise agreements of the

1 original franchisor and its dealers or offer those dealers a new franchise agreement for the line-make on  
2 substantially similar terms and conditions.

3 (11) The franchisor that is terminating, canceling, or not renewing a franchise agreement pursuant to  
4 subsection (8) shall:

5 (a) authorize the franchisee or another new motor vehicle dealer of the franchisor in the area to continue  
6 servicing and supplying parts, including service and parts pursuant to a warranty issued by the franchisor for any  
7 goods or services marketed by the franchisee pursuant to the motor vehicle franchise for a period of not less than  
8 5 years from the effective date of the termination, cancellation, or nonrenewal; and

9 (b) continue to reimburse the franchisee or another new motor vehicle dealer of the franchisor in the area  
10 for warranty parts and service in an amount and on terms not less favorable than those in effect prior to the  
11 termination, cancellation, or nonrenewal.

12 (12) The franchisor shall continue to supply the franchisee whose agreement is terminated, canceled,  
13 or not renewed pursuant to subsection (8) or another new motor vehicle dealer of the franchisor in the area with  
14 replacement parts for any goods or services marketed by the franchisee pursuant to the franchise agreement for  
15 a period of not less than 5 years from the effective date of the termination, cancellation, or nonrenewal at the  
16 same price and terms as the franchisor supplies the parts, goods, or services to the remaining franchisees of the  
17 franchisor or if there are not any remaining franchisees, at a price and on terms not less favorable than those in  
18 effect prior to the termination, cancellation, or nonrenewal.

19 (13) If the franchisee continues to service motor vehicles and sell parts after the termination, cancellation,  
20 or nonrenewal of the franchise agreement pursuant to subsection (8), the compensation paid to the franchisee  
21 pursuant to subsection (9) must be reduced to the extent, if any, of the fair market value of the right to continue  
22 to service motor vehicles and sell parts as of the effective date of the termination, cancellation, or nonrenewal."

23  
24 **Section 16.** Section 61-4-206, MCA, is amended to read:

25 **"61-4-206. Objections -- hearing.** (1) (a) Except as provided in subsection (1)(b), a person who receives  
26 or is entitled to receive a copy of a notice provided for in 61-4-205(4) may object to the approval of the proposed  
27 action by filing a written objection with the department within 15 days from the date the notice was received by  
28 the person entitled to receive the notice. If an objection is not filed within 15 days from the date the notice was  
29 received, the proposed action must be approved.

30 (b) A franchisee of the same line-make established in the same community as the proposed additional



1 franchise of the same line-make may not object under subsection (1)(a) if the proposed additional franchise was  
2 first terminated by a franchisor and the franchise was subsequently awarded back by a legal or administrative  
3 proceeding to the franchisee from whom the franchise was terminated.

4 (2) If a timely objection has been filed, the department shall appoint a hearings officer to preside over  
5 and conduct a contested case hearing under the provisions of Title 2, chapter 4, part 6. Within 30 days of the  
6 order of appointment, the hearings officer shall enter an order fixing the time for a scheduling conference for the  
7 contested case and shall send to the parties by certified mail with return receipt requested a copy of the  
8 scheduling conference order and the notice provided for in 61-4-205(4).

9 (3) Upon hearing or upon objection to the establishment of a new motor vehicle dealership, the franchisor  
10 has the burden of proof to establish that good cause exists to terminate, not continue, or not establish the  
11 franchise.

12 (4) The rules of evidence for a hearing provided for in subsection (2) are the same as those found in Title  
13 2, chapter 4. The department shall reasonably apportion all costs related to the contested case hearing between  
14 the parties.

15 (5) The department may issue subpoenas, administer oaths, and compel the attendance of witnesses  
16 and production of books, papers, documents, and all other evidence. The department may apply to the district  
17 court of the county in which the hearing is held for a court order enforcing this section. The hearing must be  
18 conducted pursuant to Title 2, chapter 4.

19 (6) A transcript of the testimony of each witness taken at the hearing must be made and preserved.  
20 Within 60 days after the hearing, the department shall make written findings of fact and conclusions and enter  
21 a final order.

22 (7) Any party to the hearing before the department may appeal pursuant to Title 2, chapter 4.

23 (8) The franchise agreement must continue in effect until the adjudication by the department on the  
24 ~~verified written~~ complaint and the exhaustion of all appellate remedies available to the franchisee. The franchisor  
25 and the franchisee shall abide by the terms of the franchise and the laws of Montana during the appeals process."  
26

27 **Section 17.** Section 61-4-207, MCA, is amended to read:

28 **"61-4-207. Determination of good cause.** (1) In determining whether good cause has been established  
29 for terminating or not continuing a franchise, the department shall take into consideration all the existing  
30 circumstances, including but not limited to:

1 (a) the franchisee's sales in relation to the Montana market that are essential, reasonable, and not  
2 discriminatory and that take into account the franchisee's local market variations beyond adjusting for the local  
3 popularity of general vehicle types;

4 (b) investment necessarily made and obligations incurred by the franchisee in the performance of the  
5 franchisee's part of the franchise;

6 (c) permanency of the investment;

7 (d) whether it is injurious to the public welfare for the business of the franchisee to be discontinued;

8 (e) whether the franchisee has adequate new motor vehicle facilities, equipment, parts, and qualified  
9 management, sales, and service personnel to reasonably provide consumer care for the new motor vehicles sold  
10 at retail by the franchisee and any other new motor vehicle of the same line-make;

11 (f) whether the franchisee refuses to honor warranties of the franchisor to be performed by the franchisee  
12 if the franchisor reimburses the franchisee for warranty work performed by the franchisee pursuant to this part;

13 (g) except as provided in subsection (2), actions by the franchisee that result in a material breach of the  
14 written and uniformly applied requirements of the franchise that are determined by the department to be  
15 reasonable and material; and

16 (h) the enforceability of the franchise from a public policy standpoint, including issues of the  
17 reasonableness of the franchise's terms and the parties' relative bargaining power.

18 (2) Notwithstanding the terms, provisions, or conditions of an agreement or franchise, the following do  
19 not constitute good cause for the termination or noncontinuance of a franchise:

20 (a) a change in ownership of the franchisee's dealership;

21 (b) the fact that the franchisee refused to purchase or accept delivery of a new motor vehicle, part,  
22 accessory, or any other commodity or service not ordered by the franchisee;

23 (c) the failure of a franchisee to change location of the dealership or to make substantial alterations to  
24 the use or number of franchises or the dealership premises or facilities; or

25 (d) the desire of a franchisor or a franchisor's representative:

26 (i) for greater market penetration; or

27 (ii) to alter the number of the franchisor's or franchisor's representative's franchises or dealer locations.

28 (3) In determining whether good cause has been established for entering into an additional franchise  
29 for the same line-make, the department shall take into consideration the existing circumstances, including but  
30 not limited to:

1 (a) amount of business transacted by other existing franchisees of the same line-make in that  
2 community;

3 (b) investment necessarily made and obligations incurred by other existing franchisees of the same  
4 line-make in that community in the performance of their part of their ~~franchises~~ franchise agreements and the date  
5 of the investment made and the obligations incurred by the existing franchisees in relation to the date of  
6 appointment of the additional franchisee; and

7 (c) whether the other existing franchisees of the same line-make in that community are substantially  
8 compliant with reasonable manufacturer requirements for providing adequate consumer care, including  
9 satisfactory new motor vehicle dealer sales and service facilities, special and essential tools and equipment,  
10 replacement parts supply, and qualified management, sales, and service personnel, for the new motor vehicle  
11 products of the line-make ~~and whether sufficient qualified management, sales, and trained service personnel to~~  
12 ~~satisfy the reasonable requirements of the manufacturer for the other existing franchisees and the additional~~  
13 ~~franchisee are available in that community; and~~

14 (d) whether the ~~population and~~ demographic characteristics, INCLUDING POPULATION, of that community  
15 have changed sufficiently since the appointment of the other existing franchisees to support the economic viability  
16 of both the other existing franchisees and the additional franchisee."

17  
18 NEW SECTION. Section 18. Codification instruction. (1) [Sections 1 through 3] are intended to be  
19 codified as an integral part of Title 30, chapter 11, and the provisions of Title 30, chapter 11, apply to [sections  
20 1 through 3].

21 (2) [Section 4] is intended to be codified as an integral part of Title 61, and the provisions of Title 61 apply  
22 to [section 4].

23  
24 NEW SECTION. Section 19. Effective date. [This act] is effective on passage and approval.

25 - END -

# **EXHIBIT T**

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2019**

**SESSION LAW 2019-125  
SENATE BILL 384**

AN ACT TO CLARIFY VARIOUS MOTOR VEHICLE DEALER LAWS.

The General Assembly of North Carolina enacts:

**UPDATE DEFINITIONS**

**SECTION 1.** G.S. 20-286 is amended by adding a new subdivision to read:

"(15a) Special tool or essential tool. – A tool designed and required by the manufacturer or distributor and not readily available from another source that is utilized for the purpose of performing service repairs on a motor vehicle sold by a manufacturer or distributor to its franchised new motor vehicle dealers in this State."

**CLARIFY DIAGNOSTIC EQUIPMENT EXCEPTION AND ADDRESS SPECIAL TOOLS FOR SMALLER DEALERS**

**SECTION 2.(a)** G.S. 20-305(9) reads as rewritten:

"(9) To require, coerce, or attempt to coerce any new motor vehicle dealer in this State to purchase ~~non~~diagnostic or lease a specific dealer management computer system for communication with the manufacturer, factory branch, distributor, or distributor branch or any computer equipment or programs hardware or software used for any purpose other than the maintenance or repair of motor vehicles, to participate monetarily in an advertising campaign or contest, or to purchase unnecessary or unreasonable quantities of any promotional materials, training materials, training programs, showroom or other display decorations, materials, computer equipment or programs, or special tools at the expense of the new motor vehicle dealer, provided that nothing in this subsection shall preclude a manufacturer or distributor from including an unitemized uniform charge in the base price of the new motor vehicle charged to the dealer where such charge is attributable to advertising costs incurred or to be incurred by the manufacturer or distributor in the ordinary courses of its business. Notwithstanding the terms or conditions of any franchise or other agreement, a franchised dealer that sells fewer than 250 new motor vehicles per year may request approval from the manufacturer to enter into a tool loaner agreement with another dealer, in lieu of purchasing or leasing any special tools required by any manufacturer, factory branch, distributor, or distributor branch, provided, however, that all of the following conditions are satisfied:

- a. The manufacturer does not offer its dealers a special tool loaner/sharing program in which the dealer would be eligible to participate.
- b. Eligible special tools exceed a cost of two thousand dollars (\$2,000) per special tool, are easily and readily transportable, and would be



- utilized for service on less than 10 vehicles per month at the requesting dealer's dealership.
- c. The dealers participating in a special tools loaner agreement do so pursuant to a written agreement, including designation of the dealer responsible for purchasing the specified tools.
  - d. All participating dealers are of the same line-make franchise with the manufacturer.
  - e. All participating dealers are located within a 40-mile radius of the dealer responsible for purchasing the specified special tools.
  - f. No more than five dealers participate in a special tool loaner agreement.
  - g. The manufacturer has approved the special tool loaner agreement, including the list of participating dealers and the list of eligible special tools to be included, which approval shall not be unreasonably withheld, conditioned, or delayed.
  - h. The manufacturer, factory branch, distributor, or distributor branch shall have the right to disapprove or terminate, upon 30 days written notice to all of the affected dealers, any special tool loaner agreement, if it determines that the agreement has resulted or is likely to result in a warranty repair delay of more than 48 hours, excessive warranty expense, or significant customer dissatisfaction."

**SECTION 2.(b)** G.S. 20-305(46) reads as rewritten:

"(46) To require, coerce, or attempt to coerce a dealer located in this State to purchase goods or services of any nature from a vendor selected, identified, or designated by a manufacturer, distributor, affiliate, or captive finance source when the dealer may obtain goods or services of substantially similar quality and design from a vendor selected by the dealer, provided the dealer obtains prior approval from the manufacturer, distributor, affiliate, or captive finance source, for the use of the dealer's selected vendor. Such approval by the manufacturer, distributor, affiliate, or captive finance source may not be unreasonably withheld. For purposes of this subdivision, the term "goods" does not include moveable displays, brochures, and promotional materials containing material subject to the intellectual property rights of a manufacturer or distributor, or special tools or parts as reasonably required by the ~~manufacturer, or parts manufacturer~~ to be used in repairs under warranty obligations of a manufacturer or distributor. If the manufacturer, distributor, affiliate, or captive finance source claims that a vendor chosen by the dealer cannot supply goods and services of substantially similar quality and design, the dealer may file a protest with the Commissioner. When a protest is filed, the Commissioner shall promptly inform the manufacturer, distributor, affiliate, or captive finance source that a protest has been filed. The Commissioner shall conduct a hearing on the merits of the protest within 90 days following the filing of a response to the protest. The manufacturer, distributor, affiliate, or captive finance source shall bear the burden of proving that the goods or services chosen by the dealer are not of substantially similar quality and design to those required by the manufacturer, distributor, affiliate, or captive finance source."

**AREA OF RESPONSIBILITY PROTEST RIGHTS**

**SECTION 3.** G.S. 20-305(38) reads as rewritten:

"(38) Notwithstanding the terms, provisions, or conditions of any agreement, franchise, novation, waiver, or other written instrument, to assign or change a franchised new motor vehicle dealer's area of responsibility under the franchise arbitrarily or without due regard to the present or projected future pattern of motor vehicle sales and registrations within the dealer's market and without having provided the affected dealer with written notice of the change in the dealer's area of responsibility and a detailed description of the change in writing by registered or certified mail, return receipt requested. A franchised new motor vehicle dealer who believes that a manufacturer, factory branch, distributor, or distributor branch with whom the dealer has entered into a franchise has assigned or changed the dealer's area of responsibility, is proposing to assign or change the dealer's area of responsibility arbitrarily or without due regard to the present or projected future pattern of motor vehicle sales and registrations within the dealer's market, or failed to provide the dealer with the notice required under this subdivision may file a petition within 60 days of receiving notice of a manufacturer, factory branch, distributor, or distributor branch's proposed assignment or change to the dealer's area of responsibility and have an evidentiary hearing before the Commissioner as provided in G.S. 20-301(b) contesting the franchised new motor vehicle dealer's assigned area of responsibility. Provided that the dealer has not previously filed a petition pursuant to this subdivision within the preceding 48 months regarding the dealer's currently assigned area of responsibility, a franchised new motor vehicle dealer who believes that it is unreasonable for a manufacturer, factory branch, distributor, or distributor branch with whom that dealer has entered into a franchise to include one or more portions of the dealer's existing area of responsibility previously assigned to that dealer by the manufacturer, factory branch, distributor, or distributor branch may request the elimination of the contested territory from the dealer's area of responsibility by submitting the request in writing via U.S. registered or certified mail, return receipt requested, to the manufacturer, factory branch, distributor, or distributor branch. The dealer shall state in its request that the request is being made pursuant to this subdivision, describe the territory the dealer seeks to remove from its area of responsibility, and provide a general statement as to the factual basis for the dealer's contention of the changed factors warranting modification of the dealer's area of responsibility. The dealer's request shall be deemed accepted by the manufacturer, factory branch, distributor, or distributor branch if the manufacturer, factory branch, distributor, or distributor branch has not sent the dealer notice of objection to the dealer's request via U.S. registered or certified mail, return receipt requested, within 90 days after receipt of the dealer's request. Within 30 days of the dealer's receipt of notice from the manufacturer, factory branch, distributor, or distributor branch of the manufacturer's rejection, in whole or in part, of the dealer's request for the elimination of the contested territory from the dealer's area of responsibility, either party may request mediation under the manufacturer's internal mediation program, if any. Any such mediation shall commence within 60 days after the request for mediation is made and be concluded within 120 days after the date the manufacturer, factory branch, distributor, or distributor branch objected to the dealer's proposed change in its area of responsibility. Within 60 days of the conclusion of a requested mediation process, or, if a mediation process has not been timely requested under this subdivision, within

60 days of receiving notice from the manufacturer, factory branch, distributor, or distributor branch of the manufacturer's rejection, in whole or in part, of the dealer's request for the elimination of the contested territory from the dealer's area of responsibility, a dealer may file a petition and have an evidentiary hearing before the Commissioner as provided in G.S. 20-301(b) contesting the manufacturer's rejection, in whole or in part, of the dealer's request for the elimination of the contested territory from the franchised new motor vehicle dealer's assigned area of responsibility. In determining at the an evidentiary hearing requested under this subdivision whether a manufacturer, factory branch, distributor, or distributor branch has assigned or changed the dealer's area of responsibility or is proposing to assign or change the dealer's area of responsibility all or any portion of the existing or proposed area of responsibility assigned to the dealer is unreasonable or has been assigned arbitrarily or without due regard to the present or projected future pattern of motor vehicle sales and registrations within the dealer's market, the Commissioner may take into consideration the relevant circumstances, including, but not limited to:

- a. The investment of time, money, or other resources made for the purpose of developing the market for the vehicles of the same line-make in the existing or proposed area of responsibility by the petitioning dealer, other same line-make dealers who would be affected by the change in the area of responsibility, or by the manufacturer, factory branch, distributor, distributor branch, or any dealer or regional advertising association.
- b. The present and future projected traffic patterns and drive times between consumers and the same line-make franchised dealers of the affected manufacturer, factory branch, distributor, or distributor branch who are located within the market.
- c. The historical and projected future pattern of new vehicle sales and registrations of the affected manufacturer, factory branch, distributor, or distributor branch within various portions of the area of responsibility and within the market as a whole.
- d. The growth or decline in population, density of population, and new car registrations in the market.
- e. If the affected manufacturer, factory branch, distributor, or distributor branch has removed territory from a dealer's area of responsibility or is proposing to remove territory from a dealer's area of responsibility, the projected economic effects, if any, that these changes in the dealer's area of responsibility will have on the petitioning dealer, other same line-make dealers, the public, and the manufacturer, factory branch, distributor, or distributor branch.
- f. The projected effects that the changes in the petitioning dealer's area of responsibility that have been made or proposed by the affected manufacturer, manufacturer branch, distributor, or distributor branch will have on the consuming public within the market.
- g. The presence or absence of natural geographical obstacles or boundaries, such as mountains and rivers.
- h. The proximity of census tracts or other geographic units used by the affected manufacturer, factory branch, distributor, or distributor branch in determining same line-make dealers' respective areas of responsibility.



- i. The public interest, consumer welfare, and customer convenience.
- j. The reasonableness of the change or proposed change to the dealer's area of responsibility considering the benefits and harm to the petitioning dealer, other same line-make dealers, and the manufacturer, factory branch, distributor, or distributor branch.

At the evidentiary hearing before the Commissioner, following the filing of a petition by a dealer contesting the proposed assignment or change to the dealer's area of responsibility by a manufacturer, factory branch, distributor, or distributor branch, the affected manufacturer, factory branch, distributor, or distributor branch shall have the burden of proving that all portions of its current or proposed area of responsibility for the petitioning franchised new motor vehicle dealer are reasonable in light of the present or projected future pattern of motor vehicle sales and registrations within the franchised new motor vehicle dealer's market. At an evidentiary hearing before the Commissioner held pursuant to a franchised new motor vehicle dealer's petition to eliminate contested territory from the dealer's existing area of responsibility previously assigned to the dealer by the manufacturer, factory branch, distributor, or distributor branch, the franchised new motor vehicle dealer shall have the burden of proving that it would be unreasonable to continue to include the contested territory in the dealer's area of responsibility due to changes in circumstances under sub-subdivisions a. through j. of this subdivision that are beyond the control of the dealer. A policy or protocol of a manufacturer, factory branch, distributor, or distributor branch that determines a dealer's area of responsibility based solely on the proximity of census tracts or other geographic units to its franchised dealers and the existence of natural boundaries fails to satisfy the burden of proof on the affected manufacturer, factory branch, distributor, or distributor branch under this subdivision. Upon the filing of a petition before the Commissioner under this subdivision, any changes in the petitioning franchised new motor vehicle dealer's area of responsibility that have been proposed by the affected manufacturer, factory branch, distributor, or distributor branch shall be stayed during the pendency of the determination by the Commissioner. If a protest is or has been filed under G.S. 20-305(5) and the franchised new motor vehicle dealer's area of responsibility is included in the relevant market area under the protest, any protest filed under this subdivision shall be consolidated with that protest for hearing and joint disposition of all of the protests. Nothing in this subdivision shall apply to the determination of whether good cause exists for the establishment by a manufacturer, factory branch, distributor, or distributor branch of an additional new motor vehicle dealer or relocation of an existing new motor vehicle dealer, which shall be governed in accordance with the requirements and criteria contained in G.S. 20-305(5) and not this subdivision."

## PERFORMANCE MEASURES

**SECTION 4.** G.S. 20-305(51) reads as rewritten:

- "(51) To establish, implement, or enforce criteria for measuring the sales or service performance of any of its franchised new motor vehicle dealers in this State ~~for the purpose of cancelling, terminating or nonrenewing a franchise agreement which~~ for any of the purposes in sub-subdivisions a. through c. of this subdivision that (i) are unfair, unreasonable, arbitrary, or inequitable; (ii) do not consider available relevant and material ~~local, State, State and regional~~

criteria, data, and facts. Relevant and material criteria, data, or facts include those of motor vehicle dealerships of comparable size in comparable markets; and (iii) if such performance measurement criteria are based, in whole or in part, on a survey, such survey must be based on a statistically significant and valid random sample. In any proceeding under this subdivision, the applicable manufacturer or distributor shall bear the burden of proof (i) with regard to all issues raised in the proceeding and (ii) that the dealer performance measurements comply with all of the provisions hereof and ~~are are~~, and have ~~been been~~ implemented and enforced uniformly by the applicable manufacturer or distributor among its franchised dealers in this State. Prior to taking a final action on an event described in sub-subdivisions a. through c. of this subdivision, if the dealer's current or past sales or service performance constitute any part of the basis for the final action, a manufacturer or distributor shall allow a dealer to present relevant local criteria, data, and facts beyond the control of the dealer, which the manufacturer or distributor shall consider. In the event it is determined that the performance criteria employed by a manufacturer or distributor for measuring the sales, service, or customer satisfaction performance of any of its franchised motor vehicle dealers in this State ~~for the purpose of cancelling, terminating or nonrenewing a franchise agreement~~ are unfair, unreasonable, arbitrary, or inequitable, or that the performance criteria does not consider available ~~local, State, State~~ and regional criteria, data, and facts required in this subsection, or that the performance criteria have not been implemented and enforced uniformly by the ~~applicable~~ manufacturer or distributor among its franchised dealers in this State, or that the performance criteria do not consider relevant local criteria, data, and facts presented by the dealer in accordance with this subdivision, the performance criteria of the manufacturer or distributor may not constitute any part of the basis for a determination in any franchise-related decision pertaining to ~~whether good cause exists for the termination of a dealer's franchise pursuant to G.S. 20-305(6)-any of the following:~~

- a. Whether to allow a dealer's proposed transfer of ownership pursuant to subdivision (4) of this section.
- b. Whether good cause exists for the termination of a dealer's franchise pursuant to subdivision (6) of this section.
- c. Whether to allow appointment of a designated successor to a franchise pursuant to subdivision (7) of this section.

If a dealer's current or past performance in sales or service constitutes any part of the basis for the decision of the manufacturer, factory branch, distributor, or distributor branch pertaining to sub-subdivisions a. through c. of this subdivision, the dealer and the applicable manufacturer, factory branch, distributor, or distributor branch shall have the right to present local criteria, data, and facts in any petition or hearing before the Commissioner requested by the dealer pursuant to subdivision (4), (6), or (7) of this section."

## **DEALER'S RIGHT TO SELL PARTS AND ACCESSORIES OVER THE INTERNET**

**SECTION 5.** G.S. 20-305 is amended by adding a new subdivision to read:

"(52) To prohibit or to in any way unreasonably limit or restrict a dealer from offering for sale over the Internet, including online e-commerce marketplaces, parts and accessories obtained by the dealer from the manufacturer, factory branch, distributor, or distributor branch, or from any source recommended or approved by the manufacturer, factory branch, distributor, or distributor

branch. Nothing in this subdivision shall eliminate or impair the intellectual property rights of a manufacturer, factory branch, distributor, or distributor branch."

## **AUDITS LIMITED TO ONE PER 12-MONTH PERIOD/PROHIBITION ON CONTINGENCY AUDITS**

**SECTION 6.** G.S. 20-305.1 reads as rewritten:

### **"§ 20-305.1. Automobile dealer warranty and recall obligations.**

...

(b) Notwithstanding the terms of any franchise agreement, it is unlawful for any motor vehicle manufacturer, factory branch, distributor, or distributor branch to fail to perform any of its warranty or recall obligations with respect to a motor vehicle, to fail to fully compensate its motor vehicle dealers licensed in this State for a qualifying used motor vehicle pursuant to subsections (i) and (j) of this section or warranty and recall parts other than parts used to repair the living facilities of recreational vehicles, including motor homes, travel trailers, fifth-wheel trailers, camping trailers, and truck campers as defined in G.S. 20-4.01(32b), at the prevailing retail rate according to the factors in subsection (a) of this section, or, in service in accordance with the schedule of compensation provided the dealer pursuant to subsection (a) of this section, or to otherwise recover all or any portion of its costs for compensating its motor vehicle dealers licensed in this State for warranty or recall parts and service or for payments for a qualifying used motor vehicle pursuant to subsections (i) and (j) of this section either by reduction in the amount due to the dealer, or by separate charge, surcharge, or other imposition, and to fail to indemnify and hold harmless its franchised dealers licensed in this State against any judgment for damages or settlements agreed to by the manufacturer, including, but not limited to, court costs and reasonable attorneys' fees of the motor vehicle dealer, arising out of complaints, claims or lawsuits including, but not limited to, strict liability, negligence, misrepresentation, express or implied warranty, or rescission or revocation of acceptance of the sale of a motor vehicle as defined in G.S. 25-2-608, to the extent that the judgment or settlement relates to the alleged defective negligent manufacture, assembly or design of new motor vehicles, parts or accessories or other functions by the manufacturer, factory branch, distributor or distributor branch, beyond the control of the dealer. Any ~~audit~~ audit, other than an audit conducted for cause, for warranty or recall parts or service compensation, or compensation for a qualifying used motor vehicle in accordance with subsections (i) and (j) of this section may only be conducted one time within any 12-month period and shall only be for the 12-month period immediately following the date of the payment of the claim by the manufacturer, factory branch, distributor, or distributor branch. Any ~~audit~~ audit, other than an audit conducted for cause, for sales incentives, service incentives, rebates, or other forms of incentive compensation may only be conducted one time within any 12-month period and shall only be for the 12-month period immediately following the date of the payment of the claim by the manufacturer, factory branch, distributor, or distributor branch pursuant to a sales incentives program, service incentives program, rebate program, or other form of incentive compensation program. Provided, however, these limitations shall not be effective in the case of fraudulent claims. For purposes of this subsection, the term "audit conducted for cause" is defined as an audit based on any of the following: (i) statistical evidence that the dealer's claims are unreasonably high in comparison to other dealers similarly situated or the dealer's claim history, (ii) that the dealer's claims submissions violate reasonable claims documentation or other requirements of the applicable manufacturer, factory branch, distributor, or distributor branch, (iii) a follow up to an earlier audit in which the dealer was notified of a claim documentation procedure violation that occurred within the prior 12-month period, provided the audit and any chargeback are in compliance with subdivision (b1) of this section and are limited in scope to just the specific violation determined previously, or (iv) reasonable evidence of malfeasance or fraud. In the event a manufacturer, factory branch, distributor, or distributor

branch elects to perform an audit conducted for cause, the manufacturer, factory branch, distributor, or distributor branch, simultaneously with providing the affected dealer with written notice of the audit, shall further be required to explain in detail in the notice the data or other foundation upon which the cause is based.

...

- (5) Any audit of a dealer by a manufacturer for sales or leases made to known exporters or brokers may only be conducted one time within any 12-month period and shall only be for the 12-month period immediately preceding the audit. ~~audit,~~ provided, however, that nothing in this subsection shall prohibit or limit the ability of a manufacturer, factory branch, distributor, or distributor branch to conduct any audit of sales or leases made by one of its franchised dealers to known exporters or brokers for cause at any time during the permitted time period. For purposes of this subdivision, the term "for cause" means the dealer's sale or lease of motor vehicles to individuals identified on a list of known motor vehicle exporters or brokers previously provided by or posted on a Web site made accessible to the dealer by the manufacturer, factory branch, distributor, or distributor branch or reasonable evidence that the dealer knew or reasonably should have known that the customer intended to export or resell the motor vehicle.

(b4) Any person or other entity employed or contracted by a manufacturer, factory branch, distributor, or distributor branch to conduct an audit of a motor vehicle dealer regulated by this section shall comply with all the requirements of this section. It shall be unlawful for any manufacturer, factory branch, distributor, or distributor branch to contract with or employ any person or other entity to conduct an audit of any motor vehicle dealer located in this State regulated under this section for which the person or other entity conducting the audit of the dealer would be in any part compensated on the basis of the dollar amount, volume, or number of chargebacks that would result to the dealer from the audit.

...."

## DEALERSHIP DATA

SECTION 7. G.S. 20-305.7 reads as rewritten:

"(a) Except as expressly authorized in this section, no manufacturer, factory branch, distributor, or distributor branch shall require a new motor vehicle dealer to provide its customer lists, customer information, consumer contact information, transaction data, or service files. Any requirement by a manufacturer, factory branch, distributor, or distributor branch that a new motor vehicle dealer provide its customer lists, customer information, consumer contact information, transaction data, or service files to the manufacturer, factory branch, distributor, or distributor branch, or to any third party as a condition to the dealer's participation in any incentive program or contest. ~~contest,~~ for a customer or dealer to receive any incentive payments otherwise earned under an incentive program or contest, for the dealer to obtain consumer or customer leads, or for the dealer to receive any other benefits, rights, merchandise, or services for which the dealer would otherwise be entitled to obtain under the franchise or any other contract or agreement, or which shall customarily be provided to dealers, shall be voidable at the option of the dealer, and the dealer shall automatically be entitled to all benefits earned under the applicable incentive program or contest or any other contract or agreement, unless all of the following conditions are satisfied: (i) the customer information requested relates solely to the specific program requirements or goals associated with such manufacturer's or distributor's own vehicle makes and does not require that the dealer provide general customer information or other information related to the dealer; (ii) such requirement is lawful and would also not require the dealer to allow any customer the right to opt out under the federal Gramm-Leach-Bliley Act, 15 U.S.C., Subchapter I, § 1608, et seq.; and (iii) the dealer ~~is not required to allow the manufacturer or distributor or~~

~~any third party to have direct access to~~ is either permitted to restrict the data fields that may be accessed in the dealer's dealer management computer system, ~~but or~~ the dealer is instead permitted to provide the same dealer, consumer, or customer data or information specified by the manufacturer or distributor by timely obtaining and pushing or otherwise furnishing the required data in a widely accepted file format such as comma delimited in accordance with subsection (g1) of this section. Nothing contained in this section shall limit the ability of the manufacturer, factory branch, distributor, or distributor branch to require that the dealer provide, or use in accordance with the law, such customer information related solely to such manufacturer's or distributor's own vehicle makes to the extent necessary to do any of the following:

- (1) Satisfy any safety or recall notice obligations.
- (2) Complete the sale and delivery of a new motor vehicle to a customer.
- (3) Validate and pay customer or dealer incentives.
- (4) Submit to the manufacturer, factory branch, distributor, or distributor branch claims for any services supplied by the dealer for any claim for warranty parts or repairs.

At the request of a manufacturer or distributor or of a third party acting on behalf of a manufacturer or distributor, a dealer may only be required to provide customer information related solely to such manufacturer's or distributor's own vehicle makes for reasonable marketing purposes, market research, consumer surveys, market analysis, and dealership performance analysis, but the dealer is only required to provide such customer information to the extent lawfully permissible; to the extent the requested information relates solely to specific program requirements or goals associated with such manufacturer's or distributor's own vehicle makes and does not require the dealer to provide general customer information or other information related to the dealer; and to the extent the requested information can be provided without requiring that the dealer allow any customer the right to opt out under the federal Gramm-Leach-Bliley Act, 15 U.S.C., Subchapter I, § 6801, et seq.

No manufacturer, factory branch, distributor, or distributor branch shall access or obtain dealer or customer data from or write dealer or customer data to a dealer management computer system utilized by a motor vehicle dealer located in this State, or require or coerce a motor vehicle dealer located in this State to utilize a particular dealer management computer system, unless the dealer management computer system allows the dealer to reasonably maintain the security, integrity, and confidentiality of the data maintained in the system. No manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of any manufacturer, factory branch, distributor, distributor branch, or dealer management computer system vendor shall prohibit a dealer from providing a means to regularly and continually monitor the specific data accessed from or written to the dealer's computer system and from complying with applicable State and federal laws and any rules or regulations promulgated thereunder. These provisions shall not be deemed to impose an obligation on a manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of any manufacturer, factory branch, distributor, distributor branch, or dealer management computer system vendor to provide such capability. Notwithstanding the terms or conditions of any incentive program or contest that is either required or voluntary on the part of the dealer, or the terms or conditions of any other contract or agreement, it shall be unlawful for any manufacturer, factory branch, distributor, or distributor branch to fail or refuse to provide dealer notice, in a standalone written document, at least 30 days prior to making any changes in any of the dealer or customer data the dealer is requested or required to share with a manufacturer, factory branch, distributor, or distributor branch, or any third party. The changes in any of the dealer or customer data the dealer is required or requested to provide shall be void unless the applicable manufacturer, factory branch, distributor, or distributor branch complies with the notice requirements contained in this paragraph.



...

(b1) Notwithstanding the terms of any contract or agreement with a dealer management computer system vendor or third party, for purposes of this subsection, the dealer's data contained in or on a dealer management computer system owned, leased, or licensed by a dealer located in this State is the property of the dealer. For purposes of this section, the terms "dealer data" and "dealer's data" shall be defined as any information or other data that has been entered, by direct entry or otherwise, or stored on the dealer's dealer management computer system by an officer or employee of the dealer or third party contracted by the dealer, whether stored or hosted on-site at a dealer location or on the cloud or at any other remote location, that contains data or other information about any of the following: (i) the dealer's sales, service, or parts customers or the dealer's customer transactions, (ii) customer leads generated by or provided to the dealer, (iii) the tracking, history, or performance of the dealer's internal processing of customer orders and work, (iv) customer deal files, (v) customer recommendations or complaints communicated by any means to the dealer, (vi) the tracking of dealer or customer incentive payments sought or received from any manufacturer or distributor, (vii) business plans, goals, objectives, or strategies created by any officer, employer, or contractee of the dealer; (viii) the dealer's internal bank, financial, or business records, (ix) email, voice, and other communications between or among the dealer's officers or employees, (x) email, voice, and other communications between the dealer's officers or employees and third parties, (xi) contracts and agreements with third parties and all records related to the performance of such contracts and agreements, (xii) employee performance, (xiii) dealer personnel records, and (xiv) dealer inventory data. The terms "dealer data" and "dealer's data" specifically exclude the proprietary software, intellectual property, data, or information of a dealer management computer system vendor, manufacturer, factory branch, distributor, or distributor branch, data specifically licensed from a third party by a dealer management computer system vendor, manufacturer, factory branch, distributor, or distributor branch, and data provided to a dealer by a manufacturer, factory branch, distributor, distributor branch, subsidiary, or affiliate.

Notwithstanding the terms of any contract or agreement, it shall be unlawful for any dealer management computer system vendor, or any third party having access to any dealer management computer system, to:

- (1) Unreasonably interfere with a dealer's ability to protect, store, copy, share, or use any dealer data downloaded from a dealer management computer system utilized by a new motor vehicle dealer located in this State. Unlawful conduct prohibited by this section includes, but is not limited to:
  - a. Imposing any unreasonable fees or other restrictions on the dealer or any third party for access to or sharing of dealer data. For purposes of this section, the term "unreasonable fees" means charges for access to customer or dealer data beyond any direct costs incurred by any dealer management computer system vendor in providing access to the dealer's customer or dealer data to a third party that the dealer has authorized to access its dealer management computer system or allowing any third party that the dealer has authorized to access its dealer management computer system to write data to its dealer management computer system. Nothing contained in this subdivision shall be deemed to prohibit the charging of a fee, which includes the ability of the service provider to recoup development costs incurred to provide the services involved and to make a reasonable profit on the services provided. Any charges must be both (i) reasonable in amount and (ii) disclosed to the dealer in reasonably sufficient detail prior to the fees being charged to the dealer, or they will be deemed prohibited, unreasonable fees.

- b. Imposing unreasonable restrictions on secure integration by any third party that the dealer has explicitly authorized to access its dealer management computer system for the purpose of accessing dealer data. Examples of unreasonable restrictions include, but are not limited to, any of the following:
    - 1. Unreasonable restrictions on the scope or nature of the dealer's data shared with a third party authorized by the dealer to access the dealer's dealer management computer system.
    - 2. Unreasonable restrictions on the ability of a third party authorized by the dealer to securely access the dealer's dealer management computer system to share dealer data or securely write dealer data to a dealer management computer system.
    - 3. Requiring unreasonable access to sensitive, competitive, or other confidential business information of a third party as a condition for access dealer data.
    - 4. It shall not be an unreasonable restriction to condition a third party's access to the dealer management computer system on that third party's compliance with reasonable security standards or operational protocols that the dealer management computer system vendor specifies.
  - c. Sharing dealer data with any third party, if sharing the data is not authorized by the dealer.
  - d. Prohibiting or unreasonably limiting a dealer's ability to store, copy, securely share, or use dealer data outside the dealer's dealer management computer system in any manner and for any reason once it has been downloaded from the dealer management computer system.
  - e. Permitting access to or accessing dealer data without first obtaining the dealer's express written consent in a standalone document or contractual provision that is conspicuous in appearance, contained in a separate page or screen from any other written material, and requires an independent mark or affirmation from a dealer principal, general manager, or other management level employee of the dealership expressly authorized in writing by the dealer principal or general manager.
  - f. Upon receipt of a written request from a dealer, failing or refusing to block specific data fields containing dealer data from being shared with one or more third parties. Where blocking hinders, blocks, diminishes, or otherwise interferes with the functionality of a third party's service or product or the dealer's ability to participate in an incentive or other program of a manufacturer, factory branch, distributor, or distributor branch, or other third party authorized by the dealer, the dealer management computer system vendor shall be held harmless from the dealer's decision to block specified data fields, so long as the dealer management computer system vendor was acting at the direction of the dealer.
- (2) Access, use, store, or share any dealer data from a dealer management computer system in any manner other than as expressly permitted in its written agreement with the dealer.
  - (3) Fail to provide the dealer with the option and ability to securely obtain and push or otherwise distribute specified dealer data within the dealer's dealer management computer system to any third party instead of the third party

receiving the dealer data directly from the dealer's dealer management computer system vendor or providing the third party direct access to the dealer's dealer management computer system. A dealer management computer system vendor shall be held harmless for any errors, breach, misuse, or any harms directly or indirectly caused by a dealer sharing data with any third party beyond the control of the dealer management computer system vendor. In the event a dealer sharing data with a third party outside of the control of the dealer computer management system vendor causes damage to the dealer management computer system or any third party, the party or parties that caused the damage shall be liable for the damage.

- (4) Fail to provide the dealer, within seven days of receiving a dealer's written request, access to any SOC 2 audit conducted on behalf of the dealer management computer system vendor and related to the services licensed by the dealer.
- (5) Fail to promptly provide a dealer, upon the dealer's written request, a written listing of all entities with whom it is currently sharing any data from the dealer's dealer management computer system and with whom it has, within the immediately 12 preceding months, shared any data from the dealer's dealer management computer system, the specific data fields shared with each entity identified, and the dates any data was shared, to the extent that information can reasonably be stored by the dealership management computer system vendor.
- (6) Upon receipt of a dealer's written request to terminate any contract or agreement for the provision of hardware or software related to the dealer's dealer management computer system, to fail to promptly provide a copy of the dealer's data maintained on its dealership management computer system to the dealer in a secure, usable format.

Nothing in this section prevents the charging of a fee, which includes the ability of the dealer management computer system vendor to recoup costs incurred to provide the services involved and to make a reasonable profit on the services provided. Charges must be disclosed to and approved by the dealer prior to the time the dealer incurs the charges.

Nothing in this section prevents any dealer or third party from discharging its obligations as a service provider under federal, State, or local law to protect and secure protected dealer data.

Nothing in this section shall be deemed to prohibit a dealer management computer system vendor from conditioning a party's access to, or integration with, a dealer's dealer management computer system on that party's compliance with reasonable security standards or other operational protocols that the dealer's computer management system vendor specifies.

For purposes of this subsection, the term "third party" shall not be applicable to any manufacturer, factory branch, distributor, distributor branch, or subsidiary or affiliate thereof.

(b2) The rights conferred on dealers in this section are not waivable and may not be reduced or otherwise modified by any contract or agreement.

...."

## **STANDING TO INITIATE AN ACTION**

**SECTION 8.** G.S. 20-308.1(d) reads as rewritten:

"(d) ~~Any~~ In order to prevent injury or harm to all or a substantial number of its members or to prevent injury or harm to the franchise distribution system of new motor vehicles within this State, any association that is comprised of a minimum of 400 new motor vehicle dealers, or a minimum of 10 motorcycle ~~dealers or recreational vehicle~~ dealers, substantially all of whom are new motor vehicle dealers located within North Carolina, and which represents the collective interests of its members, shall have standing to intervene as a party in any civil or administrative



proceeding in any of the courts or administrative agencies of this State, or to file a petition before the Commissioner or a civil action or cause of action in any court of competent jurisdiction for itself, or on behalf of any or all of its members, seeking declaratory and injunctive relief. Prior to bringing an action, the association and manufacturer, factory branch, distributor, or distributor branch shall initiate mediation as set forth in G.S. 20-301.1(b). An action brought pursuant to this subsection may seek a determination whether one or more manufacturers, factory branches, distributors, or distributor branches doing business in this State have violated any of the provisions of this Article, or for the determination of any rights created or defined by this Article, so long as the association alleges an injury to the collective interest of its members cognizable under this section. A cognizable injury to the collective interest of the members of the association shall be deemed to occur if a manufacturer, factory branch, distributor, or distributor branch doing business in this State has engaged in any conduct or taken any action which actually harms or affects all of the franchised new motor vehicle dealers holding franchises with that manufacturer, factory branch, distributor, or distributor branch in this State, or seeking to be licensed by the Division in any capacity or to otherwise engage in business in this State, applies for licensure to own, operate, or control a motor vehicle dealership in this State in violation of this Article or engages in any conduct or takes any action that either: (i) has harmed or would harm or which has adversely affected or would adversely affect a majority of its franchised new motor vehicle dealers in this State or a majority of all franchised new motor vehicle dealers in this State, or (ii) would erode or cause any other damage or injury to the franchise system of distribution of new motor vehicles within this State, whether or not the manufacturer, factory branch, distributor, or distributor branch currently has or proposes to have any franchised dealer in this State. Notwithstanding the foregoing, nothing in this subsection shall be construed to convey standing for an association to intervene in the denial of a renewal license or revocation of existing licenses issued by the Division pursuant to this Chapter or other enforcement actions taken against individual dealers or other individual licensees that may be initiated by the Division pursuant to G.S. 20-294 or other statute. Intervention by the association shall be limited to seeking declaratory relief, injunctive relief, or both declaratory and injunctive relief. With respect to any administrative or civil action filed by an association pursuant to this subsection, the relief granted shall be limited to declaratory and injunctive relief and in no event shall the Commissioner or court enter an award of monetary damages. In the event that, in any civil action before a court of this State in which an association has exercised standing in accordance with this subsection and becomes a party to the action, the court enters a declaratory ruling as to the facial applicability of any of the provisions contained in this Article, or interpreting the rights and obligations of one or more manufacturers or distributors or the rights and obligations of one or more dealers, the court's determination shall be collateral estoppel in any subsequent civil action or administrative proceeding involving the same manufacturer or manufacturers, or the same distributor or distributors, or the same dealer or dealers on all issues of fact and law decided in the original civil action in which the association was a party, provided the same decision or specific portion of the decision qualifies for application of collateral estoppel under North Carolina law. Notwithstanding anything contained herein, this subsection shall not be applicable to motor vehicle dealer licenses issued by the Division to a manufacturer pursuant to G.S. 20-305.2(a)(4a), provided that this exclusion from association standing shall not be applicable in the event the manufacturer applies for or is issued more than the maximum total number of motor vehicle dealer licenses permitted in G.S. 20-305.2(a)(4a) or upon the occurrence of any of the events listed in sub-subdivisions a. through d. of G.S. 20-305.2(a)(4a)."

## **UPDATE TRUCK DEALER COST REIMBURSEMENT**

**SECTION 9.** G.S. 20-305.1(g) reads as rewritten:

"(g) Truck Dealer Cost Reimbursement. – Every manufacturer, manufacturer branch, distributor, or distributor branch of new motor vehicles, or any affiliate or subsidiary thereof,

which manufactures or distributes new motor vehicles with a gross vehicle weight rating of 16,000 pounds or more shall compensate its new motor vehicle dealers located in this State for the cost of special tools, equipment, and training for which its dealers are liable when the applicable manufacturer, manufacturer branch, distributor, or distributor branch sells a portion of its vehicle inventory to converters and other nondealer retailers. The purpose of this reimbursement is to compensate truck dealers for special additional costs these dealers are required to pay for servicing these vehicles when the dealers are excluded from compensation for these expenses at the point of sale. The compensation which shall be paid pursuant to this subsection shall be applicable only with respect to new motor vehicles with a gross vehicle weight rating of 16,000 pounds or more which are registered to end users within this State and that are sold by a manufacturer, manufacturer branch, distributor, or distributor branch to either of the following:

- (1) Persons or entities other than new motor vehicle dealers with whom the manufacturer, manufacturer branch, distributor, or distributor branch has entered into franchises.
- (2) Persons or entities that install custom bodies on truck chassis, including, but not limited to, mounted equipment or specialized bodies for concrete distribution, firefighting equipment, waste disposal, recycling, garbage disposal, buses, utility service, street sweepers, wreckers, and rollback bodies for vehicle recovery; provided, however, that no compensation shall be required to be paid pursuant to this subdivision with respect to vehicles sold for purposes of manufacturing or assembling school buses. Additionally, no compensation shall be required to be paid pursuant to this subdivision with respect to any vehicles that were sold to the end user by a franchised new motor vehicle dealer.

The amount of compensation that shall be payable by the applicable manufacturer, manufacturer branch, distributor, or distributor branch shall be ~~nine hundred dollars (\$900.00)~~ one thousand five hundred dollars (\$1,500) per new motor vehicle registered in this State whose chassis has a gross vehicle weight rating of 16,000 pounds or more. The compensation required pursuant to this subsection shall be paid by the applicable manufacturer, manufacturer branch, distributor, or distributor branch to its franchised new motor vehicle dealer in closest proximity to the registered address of the end user to whom the motor vehicle has been registered within 30 days after registration of the vehicle. Upon receiving a request in writing from one of its franchised dealers located in this State, a manufacturer, manufacturer branch, distributor, or distributor branch shall promptly make available to the dealer its records relating to the registered addresses of its new motor vehicles registered in this State for the previous 12 months and its payment of compensation to dealers as provided in this subsection."

## CLARIFY UNFAIR METHODS OF COMPETITION STATUTE

**SECTION 10.** G.S. 20-305.2 reads as rewritten:

**"§ 20-305.2. Unfair methods of ~~competition~~; protection of car-buying public.**

(a) It is unlawful for any motor vehicle manufacturer, factory branch, distributor, distributor branch, or subsidiary thereof, to directly or indirectly through ~~any subsidiary or affiliated entity~~, any parent, subsidiary, or affiliated entity, whether or not such motor vehicle manufacturer, factory branch, distributor, distributor branch, or subsidiary thereof has entered into a franchise, within the meaning of G.S. 20-286(8a), with any person or entity in this State, own any ownership interest in, operate, or control any motor vehicle dealership in this State, provided that this section shall not be construed to prohibit a dealer in this State or any entity in this State that provides warranty service or repairs at retail, to file a motor vehicle dealer application with the Division pursuant to G.S. 20-288, or to be licensed by the Division as a

motor vehicle dealer, provided that this section shall not be construed to prohibit any of the following:

- (1) The operation by a manufacturer, factory branch, distributor, distributor branch, or subsidiary thereof, of a dealership for a temporary period (not to exceed one year) during the transition from one owner or operator to ~~another;~~ or another.
- (2) The ownership or control of a dealership by a manufacturer, factory branch, distributor, distributor branch, or subsidiary thereof, while in a bona fide relationship with an economically disadvantaged or other independent person, other than a manufacturer, factory branch, distributor, distributor branch, or an agent or affiliate thereof, who has made a bona fide, unencumbered initial investment of at least six percent (6%) of the total sales price that is subject to loss in the dealership and who can reasonably expect to acquire full ownership of the dealership within a reasonable period of time, not to exceed 12 years, and on reasonable terms and ~~conditions;~~ or conditions.
- (3) The ownership, operation or control of a dealership by a manufacturer, factory branch, distributor, distributor branch, or subsidiary thereof, if such manufacturer, factory branch, distributor, distributor branch, or subsidiary has been engaged in the retail sale of motor vehicles through such dealership for a continuous period of three years prior to March 16, 1973, and if the Commissioner determines, after a hearing on the matter at the request of any party, that there is no independent dealer available in the relevant market area to own and operate the franchise in a manner consistent with the ~~public interest;~~ or public interest.
- (4) ~~The ownership, operation, or control of a dealership by a manufacturer, factory branch, distributor, distributor branch, or subsidiary thereof, if the Commissioner determines after a hearing on the matter at the request of any party, that there is no independent dealer available in the relevant market area to own and operate the franchise in a manner consistent with the public interest;~~ or
- (4a) The ownership, operation, or control of a maximum total number of five motor vehicle dealership locations within this State prior to December 31, 2020, or a maximum total number of six motor vehicle dealership locations within this State on or after January 1, 2021, by a manufacturer that manufactures and sells only motor vehicles that are plug-in electric vehicles that do not rely on any nonelectric source of power in all modes of operation; provided, however, that this subdivision shall be applicable only to a manufacturer that had at least one motor vehicle dealership licensed in this State by the Division as of March 1, 2019. The Division shall deny any motor vehicle dealer application that, if granted by the Division, would allow said manufacturer, or any parent, subsidiary, or other person or entity affiliated with the manufacturer, to own, operate, or control any more than the maximum total number of motor vehicle dealership locations in this State permitted by this subdivision. Provided further, that the Commissioner shall promptly revoke any motor vehicle dealer license granted under this section upon discovery of the occurrence of any of the following events:
  - a. The manufacturer ceases to manufacture or distribute only motor vehicles that are electric vehicles that do not rely on any nonelectric source of power in all modes of operation.
  - b. The manufacturer enters into a franchise with any dealer located in this State.

- c. The manufacturer acquires a substantial affiliation with any motor vehicle manufacturer or distributor that currently has or at any point in the past has ever entered into a franchise with a dealer located in this State. For purposes of this sub-subdivision, the term "substantial affiliation" means either of the following:
    - 1. The ownership by the manufacturer of a direct or indirect interest of greater than thirty percent (30%) of the shareholder voting control of an entity that is a motor vehicle manufacturer, factory branch, distributor, or distributor branch, as these terms are defined in G.S. 20-286.
    - 2. The combined direct or indirect ownership by one or more motor vehicle manufacturers, factory branches, distributors, or distributor branches, as these terms are defined in G.S. 20-286, or one of their affiliates, of greater than thirty percent (30%) of the shareholder voting control of the manufacturer.
  - d. The manufacturer sells or offers for sale any new motor vehicles identified as, or bearing the logo or brand of, a motor vehicle manufacturer or distributor which has any franchised dealers within this State, provided, however, that this provision shall not be deemed to be violated if any component parts of a motor vehicle are branded with the name of or logo of another motor vehicle manufacturer as long as the vehicle as a whole is clearly identified as, and branded exclusively with the brand of the electric vehicle manufacturer that holds the motor vehicle dealer license.
- (5) The ownership, operation, or control of any facility (location) of a new motor vehicle dealer in this State at which the dealer sells only new and used motor vehicles with a gross weight rating of 8,500 pounds or more, provided that both of the following conditions have been met:
- a. The facility is located within 35 miles of manufacturing or assembling facilities existing as of January 1, 1999, and is owned or operated by the manufacturer, manufacturing branch, distributor, distributor branch, or any affiliate or subsidiary thereof which assembles, manufactures, or distributes new motor vehicles with a gross weight rating of 8,500 pounds or more by such dealer at said location; and
  - b. The facility is located in the largest Standard Metropolitan Statistical Area (SMSA) in the State; ~~or State.~~
- (6) As to any line make of motor vehicle for which there is in aggregate no more than 13 franchised new motor vehicle dealers (locations) licensed and in operation within the State as of January 1, 1999, the ownership, operation, or control of one or more new motor vehicle dealership trading solely in such line make of vehicle by the manufacturer, factory branch, distributor, distributor branch, or subsidiary or affiliate thereof, provided however, that all of the following conditions are met:
- a. The manufacturer, factory branch, distributor, distributor branch, or subsidiary or affiliate thereof does not own directly or indirectly, in aggregate, in excess of forty-five percent (45%) interest in the dealership;
  - b. At the time the manufacturer, factory branch, distributor, distributor branch, or subsidiary or affiliate thereof first acquires ownership or assumes operation or control with respect to any such dealership, the distance between the dealership thus owned, operated, or controlled

- and the nearest other new motor vehicle dealership trading in the same line make of vehicle, is no less than 35 miles;
- c. All the manufacturer's franchise agreements confer rights on the dealer of the line make to develop and operate within a defined geographic territory or area, as many dealership facilities as the dealer and manufacturer shall agree are appropriate; and
  - d. That as of July 1, 1999, not fewer than half of the dealers of the line make within the State own and operate two or more dealership facilities in the geographic territory or area covered by the franchise agreement with the manufacturer.
- (7) The ownership, operation, or control of a dealership that sells primarily recreational vehicles as defined in G.S. 20-4.01 by a manufacturer, factory branch, distributor, or distributor branch, or subsidiary thereof, if the manufacturer, factory branch, distributor, or distributor branch, or subsidiary thereof, owned, operated, or controlled the dealership as of October 1, 2001.
- (8) A manufacturer that manufactures and distributes only low-speed vehicles that meet the applicable NHTSA standards for low-speed vehicles; provided, however, that this subdivision is applicable only to a manufacturer that had at least one motor vehicle dealership licensed in this State by the Division as of March 1, 2019.

...."

## **LICENSE APPLICATION REVISIONS/PUBLICATION OF MANUFACTURER LICENSE OR LICENSE RENEWAL APPLICATIONS**

**SECTION 11.** G.S. 20-288 reads as rewritten:

### **"§ 20-288. Application for license; license requirements; expiration of license; bond.**

(a) A new motor vehicle dealer, motor vehicle sales representative, manufacturer, factory branch, factory representative, distributor, distributor branch, distributor representative, or wholesaler may obtain a license by filing an application with the Division. An application must be on a form provided by the Division and contain the information required by the Division. An application for a license must be accompanied by the required fee ~~and by an application for a dealer license plate fee.~~ The following requirements also apply to applicants under this section:

- (1) An application for a new motor vehicle dealer license must be accompanied by an application for a dealer license plate. In addition, the Division shall require each applicant for a new motor vehicle dealer license to certify on the application whether the applicant or any parent, subsidiary, affiliate, or any other entity related to the applicant is a manufacturer, factory branch, factory representative, distributor, distributor branch, or distributor representative. In the event the applicant indicates on the application that the applicant or any parent, subsidiary, affiliate, or any other entity related to the applicant is a manufacturer, factory branch, factory representative, distributor, distributor branch, or distributor representative, the Division shall not issue a motor vehicle dealer license to the applicant until both of the following conditions are satisfied:
  - a. The applicant states on the application the specific exception or exceptions to the prohibition on the issuance of a motor vehicle dealer license to any manufacturer, factory branch, factory representative, distributor, distributor branch, or distributor representative for which the applicant contends it qualifies under G.S. 20-305.2(a).
  - b. If the applicant does not currently hold a motor vehicle dealer license issued by the Division, the Commissioner determines, after an



evidentiary hearing, that the applicant qualifies under one or more of the exceptions to the prohibition against the issuance of a motor vehicle dealer license to any manufacturer, factory branch, factory representative, distributor, distributor branch, or distributor representative provided in G.S. 20-305.2(a). The applicant shall bear the burden of proving the applicant's qualification for the exception or exceptions claimed.

(2) Upon submission of a license application by a manufacturer, factory branch, factory representative, distributor, distributor branch, or distributor representative that has not previously been issued a license by the Division, the Division shall promptly publish notice of the license application in the North Carolina Register. The notice shall include the applicant's name, address, application date, and the names and titles of any individual listed on the application as an owner, partner, member, or officer of the applicant. The Division shall not approve or issue any license for a manufacturer, factory branch, factory representative, distributor, distributor branch, or distributor representative earlier than 15 days from the date the notice of the license or license renewal application was published in the North Carolina Register.

(a1) A used motor vehicle dealer may obtain a license by filing an application, as prescribed in subsection (a) of this section, and providing the following:

...  
(5) A certification as to whether the applicant or any entity having any common ownership or affiliation with the applicant is a motor vehicle manufacturer, factory branch, factory representative, distributor, distributor branch, or distributor representative. In the event the applicant indicates on the application that the applicant or any parent, subsidiary, affiliate, or any other entity related to the applicant is a manufacturer, factory branch, factory representative, distributor, distributor branch, or distributor representative, the applicant shall be required to state whether the applicant contends it qualifies for a motor vehicle dealer's license in accordance with any of the exceptions to the prohibition on the issuance of a motor vehicle dealer's license to any manufacturer, factory branch, factory representative, distributor, distributor branch, or distributor representative, as provided in G.S. 20-305.2(a).

...."

#### **SEVERABILITY CLAUSE**

**SECTION 12.** If any provision of this act or its application is held invalid, the invalidity does not affect other provisions or applications of this act that can be given effect without the invalid provisions or application, and to this end the provisions of this act are severable.

#### **EFFECTIVE DATE**

**SECTION 13.** Sections 1 through 6 and Sections 8 and 9 of this act are effective when they become law and apply to all current and future franchises and other agreements in existence between any new motor vehicle dealer located in this State and a manufacturer or distributor as of that date. Section 7 of this act becomes effective October 1, 2020, and applies to all current and future franchises and other agreements in existence between any new motor vehicle dealer located in this State and a manufacturer, distributor, dealer management computer system vendor, or third party as of that date. The remainder of this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 8<sup>th</sup> day of July, 2019.

s/ Ralph E. Hise  
Presiding Officer of the Senate

s/ Tim Moore  
Speaker of the House of Representatives

s/ Roy Cooper  
Governor

Approved 1:27 p.m. this 19<sup>th</sup> day of July, 2019

# **EXHIBITS U-PP**

## **Filed under Seal**